

Municipality of Township of Blandford-Blenheim  
BY-LAW No. 1566-2009

WHEREAS the Council of the Corporation deems it necessary to borrow the sum of \_\_\_\_\_  
One Million ----- dollars  
to meet, until the taxes are collected, the current expenditures of the Corporation for the year; 407 S. o. 2001  
AND WHEREAS the total of amounts previously borrowed under Section ~~487~~ of the Municipal Act, as amended from  
time to time, (the "Act"), that have not been repaid are Nil  
----- dollars.

AND WHEREAS the amount of the estimated revenues (as defined and interpreted in the Act) of the Corporation as  
set out in the estimates adopted for the current year and not yet collected (or, if the same have not yet been adopted, the  
amount of the estimated revenues of the Corporation as set forth in the estimates adopted for the next preceding year)

2008 is Eleven Million Four Hundred Twenty-Eight ~~xx~~ <sup>xx</sup> ~~xx~~  
Thousand Dollars

AND WHEREAS the amount to be borrowed under this by law and the amounts of borrowings that have not been  
repaid does not in the aggregate exceed from January 1st to September 30th of the year, 50% of the total, and from  
October 1st to December 31st, 25% of the total of the estimated revenues of the Corporation as set out above.

BE IT THEREFORE ENACTED by the said Council as follows:

(1) The Head and the Treasurer of the Corporation are hereby authorized on behalf of the Corporation to borrow  
from time to time, by way of promissory note or bankers' acceptance, from Bank of Montreal, a sum or sums not  
exceeding in the aggregate One Million ----- dollars  
to meet, until the taxes are collected, the current expenditures of the Corporation for the year, including the amounts  
required for the purposes mentioned in subsection (1) of the said Section ~~487~~ <sup>407</sup>, as amended from time to time, and to  
give, on behalf of the Corporation, to the Bank a promissory note or notes, sealed with the corporate seal and signed by  
them for the moneys so borrowed, and such other documentation as may be requested by the Bank therefor, with  
interest at a rate not exceeding PRIME per centum per annum, which may be paid in advance or  
otherwise.

(2) All sums borrowed from the said Bank, for any or all of the purposes mentioned in the said Section ~~487~~ <sup>407</sup> as  
amended from time to time, shall, with interest thereon, be a charge upon the whole of the revenues of the Corporation  
for the current year and for all preceding years, as and when such revenues are received.

(3) The Treasurer is hereby authorized and directed to apply in payment of all sums borrowed pursuant to the authority of this By-law, as well as all the other sums borrowed in this year and any previous years, from the said Bank for any or all of the purposes mentioned in the said Section 167<sup>407</sup>, as amended from time to time, together with interest thereon, all of the moneys hereafter collected or received on account or realized in respect of the taxes levied for the current year and preceding years and all of the moneys collected or received from any other source, which may lawfully be applied for such purpose.

Passed this 7th day of January, 2009  
(year)

*K. K. Kelly*  
(The Head of the Corporation)  
*Keith Kelly*  
Clerk



I hereby certify that the foregoing is a true copy of By-law No. 1566-2009 of The Corporation  
of the Township of Blandford-Blenheim in the Province of Ontario,  
duly passed at a meeting of the Council of the said Corporation duly held, and that the said By-law is in full force and effect.

Dated this 7th day of January, 2009  
(year)

As witness the Seal of  
the Corporation.

Clerk



D

# Document General

Form 4 — Land Registration Reform Act

504950

Number.....  
**CERTIFICATE OF REGISTRATION  
REGISTERED**

2009 -01- 09

at 10:24 AM  
Land Registry  
Office No. 41  
Land Registrar(1) Registry  Land Titles  (2) Page 1 of 3 pages(3) Property Identifier(s) Block Property  
Part of 00282 0176 Additional:  
See Schedule (4) Nature of Document  
By-law Number 1567-2009

(5) Consideration

---nil-----

Dollars \$

(6) Description

In the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford, being composed of not travelled road allowance located between Concessions 7 and 8, at Part of Lots 15 and 16, more particularly described as PART 1 on Reference Plan 41R-8285.

New Property Identifiers

Additional:  
See  
Schedule

Executions

Additional:  
See  
Schedule

(7) This Document Contains:

(a) Redescription  
New Easement  
Plan/Sketch(b) Schedule for:  
Description Additional  
Parties Other 

(8) This Document provides as follows:

See Township of Blandford-Blenheim By-law Number 1567-2009 attached.

Continued on Schedule 

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

Y M D

THE CORPORATION OF THE TOWNSHIP

OF BLANDFORD-BLENHEIM (the "Township")

by its Clerk-Administrator Keith Reibling

*Keith Reibling*

2009 01 07

(11) Address  
for Service 47 Wilmot Street South, Drumbo, Ontario, N0J 1G0

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

Y M D

(13) Address  
for Service

(14) Municipal Address of Property

not applicable

(15) Document Prepared by:

Keith Reibling,  
Clerk-Administrator,  
Township of Blandford-  
Blenheim,  
47 Wilmot Street South,  
Drumbo, Ontario, N0J 1G0

Fees and Tax	
Registration Fee	60'
Total	<i>60'</i>

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
**BY-LAW NUMBER 1567-2009**

Being a By-law to provide for the stopping up, closing and declaration of lands being surplus to the needs of the municipality for the not travelled original road allowance located between Concessions 7 and 8, at Part of Lots 15 and 16 (former Blenheim).

**WHEREAS** Part III, of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides procedures for Council to follow if they desire to permanently close a highway.

**AND WHEREAS** Council enacted By-law Number 1309-2000 on the 2<sup>nd</sup> day of August, 2000, being a by-law to assume ownership of the not travelled original road allowance located between Concessions 7 and 8, at Part of Lots 15 and 16 (former Blenheim) for the use and benefit of the public.

**AND WHEREAS** Council considered a letter dated August 20, 2008, from Nesbitt Coulter LLP, Law Firm, requesting that Council stop up, close and transfer the not travelled original road allowance located between Concessions 7 and 8, at Part of Lots 15 and 16 (former Blenheim). Council considered the request at their September 3<sup>rd</sup>, 2008, regular meeting, and enacted the following resolution:

"Whereas Council received a request from Nesbitt Coulter, Law Firm, on behalf of their client Mildred Wolfe, to close and transfer (sell) a portion of unopened original road allowance located between Concessions 7 and 8, in Lot 16 (former Blenheim).

Be Resolved that Council supports the request in principle and authorizes the Clerk to initiate the process, provided the applicants agree to pay all legal costs involved."

**AND WHEREAS** public notice advising of the proposed By-law has been published in the December 24<sup>th</sup>, 2008 edition of the Ayr News, being a weekly newspaper, as well the notice was sent by first class mail to all property owners within 120 metres of the streets proposed to be closed and placed in two (2) public places in the immediate neighbourhood of the highway in accordance with Township policy.

**AND WHEREAS** the Council of the said Corporation has heard in person or by his counsel, solicitor or agent, all persons claiming that their land will be prejudicially affected by this By-law.

**NOW THEREFORE**, the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That upon and after the passing of this By-law the following not travelled original road allowance is hereby closed and stopped up:
  - 1.1 All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Blandford-Blenheim, formerly Blenheim, in the County of Oxford and being composed of not travelled original road allowance located between Concessions 7 and 8, at Part of Lots 15 and 16, more particularly described as follows:

PART 1 on a Reference Plan deposited in the Registry  
Division of Oxford (No. 41) as 41R-8285.

By-law Number 1567-2009 Cont'd.:

2. That the lands described in Section 1.1, being Part 1 of Reference Plan 41R-8259 are deemed to be surplus real property of the Township of Blandford-Blenheim.

By-law **READ** a **FIRST** and **SECOND** time this 7th day of January, 2009.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 7th day of January, 2009.

  
\_\_\_\_\_  
Kenn R. Howling, Mayor

(SEAL)

  
\_\_\_\_\_  
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1568-2008

Being a By-law to amend By-law Number 1553-2008 to recognize the appointment of a new deputy fire chief at the Bright Station as a result of a retirement in the department.

**WHEREAS** Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that the power to a municipality shall be interpreted broadly so as to confer broad authority on the municipality to govern its affairs as it considers appropriate.

**AND WHEREAS** the municipality has several employees, officers and servants employed to provide services for the Council and residents of the municipality.

**AND WHEREAS** Robert Humphrey, Deputy Fire Chief of the Bright Fire Station advised that he is retiring from his position effective December 31, 2008.

**AND WHEREAS** Rick Richardson, Fire Chief, advised Council in a report dated January 2, 2009, presented at the January 7, 2009 regular meeting, that the Deputy Fire Chief pending vacancy was posted at the Bright station and an interview process was completed. It was recommended that Ron Behm, Captain, be appointed to the Deputy Fire Chief position.

**NOW THEREFORE** the Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That Section 2.1 of By-law Number 1553-2008 being a By-law to amend the Functional Organization Chart of the Township Fire Department and to appoint Deputy Fire Chiefs at the Township Fire Stations is hereby repealed and the following substituted:

"2.1" Ron Behm, effective January 7, 2009, for the Bright Station Fire Area and the Fire Area covered under a Fire Agreement with the Township of East-Zorra Tavistock.
2. That the provisions contained in this By-law shall come into force and effect on the date outlined in Section 1.

By-law **READ a FIRST** and **SECOND** time this 21st day of January, 2009.

By-law **READ a THIRD** time and **ENACTED** in Open Council this 21st day of  
January, 2009.

  
\_\_\_\_\_  
Kenn R. Howling, Mayor

(SEAL)

  
\_\_\_\_\_  
Keith Reibling, Clerk Administrator

**Document General**  
Form 4 — Land Registration Reform Act

D

(1) Registry  Land Titles  (2) Page 1 of 3 pages

(3) Property Identifier(s) Block Property  
Part of 00282 0176 Additional:  
See Schedule

(4) Nature of Document  
By-law Number 1569-2009

(5) Consideration

—nil— Dollars \$

(6) Description

In the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford, being composed of a not travelled original road allowance located between Concessions 7 and 8, at Part of Lots 15 and 16, more particularly described as PART 1 on Reference Plan 41R-8285.

New Property Identifiers

Additional:  
See Schedule

Executions

Additional:  
See Schedule

(7) This Document Contains:	(a) Redescription New Easement Plan/Sketch <input type="checkbox"/>	(b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>
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(8) This Document provides as follows:

See Township of Blandford-Blenheim By-law Number 1569-2009 attached.

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature  
Y M D

THE CORPORATION OF THE TOWNSHIP

OF BLANDFORD-BLENHEIM (the "Township")

by its Clerk-Administrator Keith Reibling

*Keith Reibling*

2009 01 21

(11) Address  
for Service 47 Wilmot Street South, Drumbo, Ontario, N0J 1G0

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature  
Y M D

(13) Address  
for Service

(14) Municipal Address of Property

not applicable

(15) Document Prepared by:

Keith Reibling,  
Clerk-Administrator,  
Township of Blandford-  
Blenheim,  
47 Wilmot Street South,  
Drumbo, Ontario, N0J 1G0

Fees and Tax	
Registration Fee	<i>60-</i>
Total	<i>60-</i>

FOR OFFICE USE ONLY

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
**BY-LAW NUMBER 1569-2009**

Being a By-law to provide for the sale of a not travelled original road allowance, located between Concessions 7 and 8, at Part of Lots 15 and 16 (former Blenheim) to DiBenedetto.

**WHEREAS** Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that the power to a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate.

**AND WHEREAS** the not travelled original road allowance, located between Concessions 7 and 8, at Part of Lots 15 and 16 (former Blenheim) was closed and stopped up and the lands declared surplus to the needs of the municipality by By-law Number 1567-2009, enacted on January 7<sup>th</sup>, 2009 and registered as Instrument Number 504950 on January 9<sup>th</sup>, 2009 in the Land Registry Office (No. 41) for Oxford.

**AND WHEREAS** Mildred Jean Wolfe (the "Vendor") sold her lands to Joshua Jordan DiBenedetto and Josy Beth DiBenedetto (the "Purchaser") and these said lands in Part of Lots 15 and 16, Concessions 7 and 8 (former Blenheim) are adjacent to the not travelled original road allowance and the Purchaser has agreed to purchase the lands in accordance with the Township's base minimum price of \$.05 cents per square foot for the Agricultural zoned lands.

**AND WHEREAS** the Purchaser (Joshua and Josy DiBenedetto) desire to obtain the not travelled original road allowance that is located abutting lands that they now occupy and own in Concession 7 and Concession 8 since the municipal road allowance frontage to their lands is obtained through the travelled road known as Township Road 8 described as Property Identification Number 00282 – 0139 at the Land Registry Office (No. 41) for Oxford.

**AND WHEREAS** the said lands and premises being composed of not travelled original road allowance, more particularly described as Part 1 of Reference Plan 41R-8285 is not required by the Township of Blandford-Blenheim.

**NOW THEREFORE** the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the value of the lands zoned Limited Agricultural (A1) be established at the base minimum price of \$.05 per square foot for the 89,298 square foot area (2.05 acres) of not travelled original road allowance, more particularly described as Part 1 of Reference Plan 41R-8285.
2. That the lands lying and being in the Township of Blandford-Blenheim, formerly Blenheim, in the County of Oxford, and being composed of all of the not travelled original road allowance located between Concessions 7 and 8, at Part of Lots 15 and 16, more particularly described as follows:

PART 1 of Reference Plan 41R-8285, be sold by the Township of Blandford-Blenheim to Joshua Jordan DiBenedetto and Josy Beth DiBenedetto for the sum of Four Thousand, Four Hundred and Sixty-five (\$4,465.00) DOLLARS.

3. That the legal and administrative costs associated with the transfer of lands shall be borne by the purchasers.
4. The Mayor and Clerk-Administrator of the Corporation of the Township of Blandford-Blenheim, be and they are hereby authorized to sign or execute such deeds or other documents as may be necessary to effect conveyance to the said lands and premises referred to in Section 2.

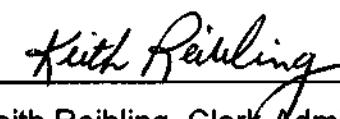
By-law **READ a FIRST** and **SECOND** time this 21st day of January, 2009.

By-law **READ a THIRD** time and **ENACTED** in Open Council this 21st day of January, 2009.



Kenn R. Howling, Mayor

(SEAL)



Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1570-2009

Being a by-law to establish an Interim Tax Levy for the year 2009.

**WHEREAS**, Section 317 (1) of the Municipal Act S.O. 2001, and amendments thereto, provides that the Council of a local municipality, before the adoption of the estimates for the year under Section 290, may pass a by-law levying amounts on the assessment of property in the local municipality rateable for local municipality purposes.

**AND WHEREAS**, Section 317 (3) of the Municipal Act S.O. 2001, and amendments thereto, states that the amount levied on a property shall not exceed 50% of the total amount of taxes for municipal and school purposes levied on the property for the previous year.

**NOW THEREFORE**, the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That for the year 2009 the interim levy shall be levied raised and calculated on all real property taxable and liable to pay the same according the last revised assessment roll in an amount not to exceed 50% of the total amount of the taxes for municipal and school purposes on the property for the previous year.
2. Local improvement charges for municipal drainage debenture loans, tile drainage debenture loans, the Bright Water System, the Drumbo Water and Sewage System and the Plattsburg Water and Sewage System, shall have One-half (½) of the total due for the year placed on the interim bill.
4. The said interim tax levy shall be due and payable in two installments to the Township Office, 47 Wilmot Street S., P.O. Box 100, Drumbo On N0J 1G0 on or before the following dates:

First Installment

February 20, 2009

Second Installment

May 22, 2009

By-law **READ a FIRST and SECOND time** this 21st day of January 2009.

By-Law **READ a THIRD time and ENACTED** in Open Council this 21st day of January, 2009.

(SEAL)

Kenn R Howling  
Kenn R Howling, Mayor

Keith Reibling  
Keith Reibling, Clerk-Administrator

# Document General

Form 4 — Land Registration Reform Act

D

<p style="text-align: right;"><b>FOR OFFICE USE ONLY</b></p> <p style="text-align: center;">Number..... <b>505364</b></p> <p><b>CERTIFICATE OF REGISTRATION</b> REGISTERED</p> <p style="text-align: center;">2009 -02- 19</p> <p style="text-align: center;"><i>at 1634... M. J. ... Land Registry Office N.R.A.T.</i></p> <p>New Property Identifiers</p> <p style="text-align: right;">Additional: See Schedule <input type="checkbox"/></p> <p>Executions</p> <p style="text-align: right;">Additional: See Schedule <input type="checkbox"/></p>	<p>(1) Registry <input checked="" type="checkbox"/> Land Titles <input type="checkbox"/> (2) Page 1 of 3 pages</p> <p>(3) Property Identifier(s) Block Property Additional: See Schedule <input type="checkbox"/> Part of 00269 0151</p> <p>(4) Nature of Document By-law Number 1571-2009</p> <p>(5) Consideration ---nil--- Dollars \$</p> <p>(6) Description</p> <p>In the Township of Blandford-Blenheim, former Township of Blandford, in the County of Oxford, being composed of Part of Murray Street according to Registered Plan Number 200, more particularly described as PART 3 on Reference Plan 41R-8319.</p> <p>(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/></p> <p>(8) This Document provides as follows:</p> <p>See Township of Blandford-Blenheim By-law Number 1571-2009 attached.</p> <p style="text-align: right;">Continued on Schedule <input type="checkbox"/></p> <p>(9) This Document relates to instrument number(s)</p> <p>(10) Party(ies) (Set out Status or Interest)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td>Name(s)</td> <td>Signature(s)</td> <td>Date of Signature Y    M    D</td> </tr> <tr> <td colspan="2"><b>THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM (the "Township")</b></td> <td style="text-align: center;"><i>Keith Reibling</i></td> </tr> <tr> <td>by its Clerk-Administrator Keith Reibling</td> <td></td> <td style="text-align: center;">2009 02 18</td> </tr> </table> <p>(11) Address for Service 47 Wilmot Street South, Drumbo, Ontario, N0J 1G0</p> <p>(12) Party(ies) (Set out Status or Interest)</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td>Name(s)</td> <td>Signature(s)</td> <td>Date of Signature Y    M    D</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> <td>.....</td> </tr> </table> <p>(13) Address for Service</p> <p>(14) Municipal Address of Property not applicable</p> <p>(15) Document Prepared by:</p> <p style="text-align: center;">Keith Reibling, Clerk-Administrator, Township of Blandford- Blenheim, 47 Wilmot Street South, Drumbo, Ontario, N0J 1G0</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td rowspan="4" style="width: 10%; vertical-align: top; text-align: right;"><b>FOR OFFICE USE ONLY</b></td> <td colspan="2" style="text-align: center;">Fees and Tax</td> </tr> <tr> <td>Registration Fee</td> <td style="text-align: center;"><i>60 -</i></td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>Total</td> <td style="text-align: center;"><i>60 -</i></td> </tr> </table>			Name(s)	Signature(s)	Date of Signature Y    M    D	<b>THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM (the "Township")</b>		<i>Keith Reibling</i>	by its Clerk-Administrator Keith Reibling		2009 02 18	Name(s)	Signature(s)	Date of Signature Y    M    D	.....	.....	.....	.....	.....	.....	<b>FOR OFFICE USE ONLY</b>	Fees and Tax		Registration Fee	<i>60 -</i>	.....	.....	.....	.....	Total	<i>60 -</i>
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	Registration Fee	<i>60 -</i>																														
	.....	.....																														
	.....	.....																														
Total	<i>60 -</i>																															

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
**BY-LAW NUMBER 1571-2009**

Being a By-law to provide for the stopping up, closing and declaration of lands being surplus to the needs of the municipality for a portion of the not travelled road allowance known as Murray Street in Bright according to Registered Plan 200 (former Blandford).

**WHEREAS** Part III, of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides procedures for Council to follow if they desire to permanently close a highway.

**AND WHEREAS** Council enacted By-law Number 1122-96 on the 2<sup>nd</sup> day of October, 1996, being a by-law to assume ownership of the not travelled and travelled Murray Street in Bright according to Registered Plan Number 200 (former Blandford) for the use and benefit of the public. This by-law was registered at the Oxford Land Registry Office (No. 41), on the 16th day of December, 2003 as Instrument Number 471726.

**AND WHEREAS** Council considered a letter dated November 25, 2008, from Madorin, Snyder LLP, Barristers and Solicitors, advising that the Estate of Olive Goff is agreeable to sell Part 2 of Reference Plan 41R-7799 to the Township and also requested that Council stop up, close and transfer the not travelled road allowance known as Murray Street in Bright according to Registered Plan Number 200 (former Blandford) located west of Part 1 on Reference Plan 41R-7799. Council considered the request at their December 3<sup>rd</sup>, 2008, regular meeting, and enacted the following resolution:

"Whereas Council received a request from Madorin, Snyder LLP, Barristers and Solicitors for the Estate of Olive Goff, to stop up, close and transfer the remainder of Murray Street in Bright, west of Part 1 on Reference Plan 41R-7799 and also agreement to sell Part 2 on Reference Plan 41R-7799 to the municipality in accordance with Township policies.

Be it Resolved that Council authorizes the Clerk to initiate the process providing all advertising and legal costs are borne by the applicants."

**AND WHEREAS** public notice advising of the proposed By-law has been published in the February 11<sup>th</sup>, 2009 edition of the Ayr News, being a weekly newspaper, as well the notice was sent by first class mail to all property owners within 120 metres of the street proposed to be closed and placed in two (2) public places in the immediate neighbourhood of the highway in accordance with Township policy.

**AND WHEREAS** the Council of the said Corporation has heard in person or by his counsel, solicitor or agent, all persons claiming that their land will be prejudicially affected by this By-law.

**NOW THEREFORE**, the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That upon and after the passing of this By-law the following not travelled road allowance is hereby closed and stopped up:
  - 1.1 All and singular that certain parcel or tract of land and premises, situate, lying and being in the Township of Blandford-Blenheim, formerly Blandford, in the County of Oxford and being composed of Part of Murray Street according to Registered Plan Number 200, more particularly described as follows:

PART 3 on a Reference Plan deposited in the Registry  
Division of Oxford (No. 41) as 41R-8319.

By-law Number 1571-2009 Cont'd.:

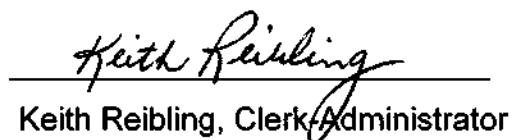
2. That the lands described in Section 1.1, being Part 3 of Reference Plan 41R-8319 are deemed to be surplus real property of the Township of Blandford-Blenheim.

By-law **READ** a **FIRST** and **SECOND** time this 18th day of February, 2009.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 18th day of February, 2009.

  
\_\_\_\_\_  
Kenn R. Howling, Mayor

(SEAL)

  
\_\_\_\_\_  
Keith Reibling, Clerk-Administrator

**Document General**  
Form 4 — Land Registration Reform Act

D

505799

Number.....  
**CERTIFICATE OF REGISTRATION**  
REGISTERED

2009 -04- 02

at.....  
Land Registry  
Office No.41

*mz Queen*  
Land Registrar

New Property Identifiers

Additional:  
See  
Schedule

(1) Registry  Land Titles

(2) Page 1 of 3 pages

(3) Property Identifier(s) Block Properly  
Part of 00269 0150 and  
Part of 00269 0151

Additional:  
See  
Schedule

(4) Nature of Document  
By-law Number 1572-2009

(5) Consideration

---nil---

Dollars \$

(6) Description

In the Township of Blandford-Blenheim, former Township of Blandford, in the County of Oxford, being composed of Part of Murray Street according to Registered Plan Number 200, being Part 3 on Reference Plan 41R-8319 and Part of Lot 31, according to Registered Plan 200, being Part 2 on Reference Plan 41R-7799.

Additional:  
See  
Schedule

(7) This Document Contains:

(a) Redescription  
New Easement  
Plan/Sketch

(b) Schedule for:  
Description

Additional  
Parties

Other

(8) This Document provides as follows:

See Township of Blandford-Blenheim By-law Number 1572-2009 attached.

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature  
Y M D

THE CORPORATION OF THE TOWNSHIP

OF BLANDFORD-BLENHEIM (the "Township")

by its Clerk-Administrator Keith Reibling

*Keith Reibling*

2009 04 01

(11) Address for Service 47 Wilmot Street South, Drumbo, Ontario. N0J 1G0

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature  
Y M D

(13) Address for Service

(14) Municipal Address of Property

not applicable

(15) Document Prepared by:

Keith Reibling,  
Clerk-Administrator,  
Township of Blandford-  
Blenheim,  
47 Wilmot Street South,  
Drumbo, Ontario. N0J 1G0

Fees and Tax		
Registration Fee	60	-
Total	60	-

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1572-2009

Being a By-law to provide for the sale of a not travelled road allowance, being Part of Murray Street in Bright and the purchase of Part of Lot 31, according to Registered Plan 200 (former Blandford), to and from Douglas Herbert Goff, Audrey Eleanor Goff, Marlene Patricia Koopman, Frances Olive Figg and Larry Carl Goff.

**WHEREAS** Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that the power to a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate.

**AND WHEREAS** the not travelled road allowance, being part of Murray Street in Bright, according to Registered Plan 200 (former Blandford) was closed and stopped up and the lands declared surplus to the needs of the municipality by By-law Number 1571-2009, enacted on February 18<sup>th</sup>, 2009 and registered as Instrument Number 505364 on February 19<sup>th</sup>, 2009 in the Land Registry Office (No. 41) for Oxford.

**AND WHEREAS** the Township desires to obtain Part of Lot 31, according to Registered Plan 200 (former Blandford) more particularly described as Part 2 according to Reference Plan 41R-7799 to provide public ownership of lands that contain a portion of the municipal public water system in Bright that is owned and operated by the County of Oxford

**AND WHEREAS** the beneficiaries of the Estate of Olive May Goff, desire to obtain the not travelled road allowance (Murray Street) being Part 3 according to Reference Plan 41R-8319, being further described as part of Identification Number 00269 – 0151, that contains a single detached dwelling and is abutting other lands owned by the Estate being Parts 1 and 2 according to Reference Plan 41R-8319 being further described as Property Identification Number 00269 – 0149 and part of Identification Number 00269-0150 all at the Land Registry Office (No. 41) for Oxford.

**AND WHEREAS** the said lands and premises being composed of a not travelled road allowance, portion of Murray Street, in Bright, more particularly described as Part 3 of Reference Plan 41R-8319 is not required by the Township of Blandford-Blenheim.

**NOW THEREFORE** the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the value of the lands zoned Residential Type 1 (R1) be established at the base minimum price of \$.50 per square foot for the 17,508 square foot area (.40 acre) of not travelled road allowance, more particularly described as Part 3 of Reference Plan 41R-8319 and for the 2,182 square foot area (.05 acre) of privately owned lands, more particularly described as Part 2 of Reference Plan 41R-7799.
  
2. That the lands lying and being in the Township of Blandford-Blenheim, formerly Blandford, in the County of Oxford, and being composed of all of the not travelled road allowance known as Murray Street in Bright according to Registered Plan 200, more particularly described as follows:

PART 3 of Reference Plan 41R-8319, be sold by the Township of Blandford-Blenheim to Douglas Herbert Goff, Audrey Eleanor Goff, Marlene Patricia Koopman, Frances Olive Figg and Larry Carl Goff for the sum of Eight Thousand, Seven Hundred and Fifty-four (\$8,754.00) DOLLARS.

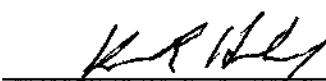
3. That the lands lying and being in the Township of Blandford-Blenheim, formerly Blandford, in the County of Oxford, and being composed of Part of Lot 31, according to Registered Plan 200, more particularly described as follows:

PART 2 of Reference Plan 41R-7799, be purchased by the Township of Blandford-Blenheim from Douglas Herbert Goff, Audrey Eleanor Goff, Marlene Patricia Koopman, Frances Olive Figg and Larry Carl Goff for the sum of One Thousand, and Ninety-one (\$1,091.00) DOLLARS.

4. That the legal and administrative costs associated with the transfer of lands shall be borne by the respective purchasers for the lands that they will be obtaining.
5. The Mayor and Clerk-Administrator of the Corporation of the Township of Blandford-Blenheim, be and they are hereby authorized to sign or execute such deeds or other documents as may be necessary to effect conveyance to the said lands and premises referred to in Section 2.

By-law READ a FIRST and SECOND time this 1st day of April, 2009.

By-law READ a THIRD time and ENACTED in Open Council this 1st day of April, 2009.

  
\_\_\_\_\_  
Kenn R. Howling, Mayor

(SEAL)

  
\_\_\_\_\_  
Keith Reibling, Clerk Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
**BY-LAW NUMBER 1573-2009**

Being a By-law to authorize the execution of a consent agreement between The Corporation of the Township of Blandford-Blenheim and Emil and Wanda Muranko.

**WHEREAS** the Planning Act, R.S.O. 1990, Chapter P.13, Section 53, allows the granting of a consent by County Council with respect to lands and imposing of conditions.

**AND WHEREAS** the County of Oxford Land Division Committee, regarding Consent Application Number B-25/08 (Emil and Wanda Muranko) has granted one (1) severance subject to conditions being fulfilled to the Township's satisfaction for development of the newly created lot.

**AND WHEREAS** Township Council deems it desirable to enter into an Agreement with the developers (Emil and Wanda Muranko) of the property to effect proper development of One (1) residential lot, being composed of Part of Lots 4 and 5, Block H according to Registered Plan 104, (former Blenheim) on the west side of Centre Street, more particularly described as Parts 2 and 3 on Reference Plan 41R-8312.

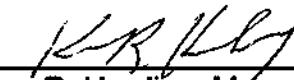
**NOW THEREFORE**, the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim a Consent Agreement dated April 1st, 2009, for developing lands, being composed of Part of Lots 4 and 5, Block H, according to Registered Plan 104 (former Blenheim) located on the west side of Centre Street, more particularly described as Parts 2 and 3 on Reference Plan 41R-8312, between Emil and Wanda Muranko and the Corporation of the Township of Blandford-Blenheim.

By-law **READ a FIRST** and **SECOND** time this 1st day of April, 2009.

By-law **READ a THIRD** time and **ENACTED** in Open Council this 1st day of April, 2009.

(SEAL)

  
Kenn R. Howling, Mayor

  
Keith Reibling, Clerk-Administrator

# Document General

Form 4 — Land Registration Reform Act

D

<span style="font-size: small;">FOR OFFICE USE ONLY</span>  <b>Number.....</b> <b>CERTIFICATE OF REGISTRATION</b> <b>REGISTERED</b> <b>2009-04-02</b> <i>1653</i> <i>mzg</i> <i>Land Registry Office No. 41</i>	(1) Registry <input type="checkbox"/> Land Titles <input type="checkbox"/> (2) Page 1 of 14 pages		
	(3) Property Identifier(s) Block <b>Part of 00281 0065 and 00284 0066 0157</b> Property		Additional: See Schedule <input type="checkbox"/>
(4) Nature of Document <b>Consent Agreement Registered pursuant to Sections 51(6) and 53(2) of the Planning Act, R.S.O. 1990.</b>			
(5) Consideration <b>—nil—</b> Dollars \$			
(6) Description <b>In the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford, being composed of Part of Lots 4 and 5, Block H, according to Registered Plan 104, on the west side of Centre Street, more particularly described as Parts 2 and 3 on Reference Plan 41R-8312.</b>			
(7) This Document Contains: (a) Redescription New Easement Plan/Sketch <input type="checkbox"/> (b) Schedule for: Description <input type="checkbox"/> Additional Parties <input type="checkbox"/> Other <input type="checkbox"/>			

(8) This Document provides as follows:

See Attached Consent Agreement.

Continued on Schedule 

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

Y      M      D

**THE CORPORATION OF THE TOWNSHIP****OF BLANDFORD-BLENHEIM (the "Township")**

by its Clerk-Administrator Keith Reibling



2009-04-01

(11) Address for Service

**47 Wilmot Street South, DRUMBO, Ontario, N0J 1G0**

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

Y      M      D

**MURANKO, Emil****MURANKO, Wanda**

(13) Address for Service

**P.O. Box 3, DRUMBO, Ontario, N0J 1G0**

(14) Municipal Address of Property

 71 Centre Street  
 Drumbo, Ontario.  
 N0J 1G0
 

(15) Document Prepared by:

 Keith Reibling,  
 Clerk-Administrator,  
 Township of Blandford-  
 Blenheim,  
 47 Wilmot Street South,  
 Drumbo, Ontario, N0J 1G0
 

Fees and Tax	
Registration Fee	<i>60</i>
Total	<i>60</i>

**CONSENT AGREEMENT**

**MURANKO SEVERANCE**

**PART OF LOTS 4 & 5, LOTS 9 and 10, BLOCK H, REGISTERED PLAN 104**

**TOWNSHIP OF BLANDFORD-BLENHEIM  
(FORMERLY TOWNSHIP OF BLENHEIM)**

THIS AGREEMENT made on the **1st** day of **April, 2009.**

BETWEEN:

**EMIL & WANDA MURANKO**  
Hereinafter called the "Owner"  
OF THE FIRST PART

AND:

**THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM**  
Hereinafter called the "Township"  
OF THE SECOND PART.

WHEREAS the Owner represents that he is the registered owner of those lands and premises in the Township of Blandford-Blenheim described in Schedule "A" attached hereto and hereafter called the Said Lands;

AND WHEREAS the Owner has applied to the County of Oxford Land Division Committee for the approval of a consent to sever with respect to the said lands that will create one new building lot along the west side of Centre Street, in the Village of Drumbo, municipally known at 71 Centre Street, hereinafter called the new building lot;

AND WHEREAS the County of Oxford Land Division Committee (Application Number B-25/08) has granted the severance subject to conditions being fulfilled to the Township's satisfaction as per their decision dated August 7, 2008, a copy of which is attached hereto as Schedule B;

AND WHEREAS the Township may enter into one or more agreements with an Owner as a condition to the granting of a severance in accordance with Section 53 of the Planning Act, and amendments thereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is acknowledged), the Owner and Township hereby covenant, promise and agree with each other as follows:

**1. GENERAL**

**1.1 Deposit**

The Owner shall deposit the sum of One Thousand Dollars (\$1,000) in the form of cash or certified cheque with the Township as soon as he wishes negotiations to attend to this agreement, the services and lot construction to commence. This deposit shall be used as a security for expenses of the Township. The Owner shall provide additional sums as necessary with the Township as the work continues and as accounts are paid, and if this security is drawn on, to ensure that a minimum deposit of One Thousand Dollars (\$1,000) is always on hand with the Township until this agreement is released. This deposit when released shall be payable to the owner of the new building lot created. The deposit may be reduced prior to being released in accordance with other sections of this agreement.

Consent Agreement  
Emil & Wanda Muranko Severance

**1.2 All work to conform to approved plan**

The Owner agrees to undertake all development and construction of all structures and services in accordance with the approved plan hereto attached, required by, and in accordance with the sections of, this agreement. All approved plans are to be initialed by the Township Engineer.

**1.3 Construction Within Road Right-of-Way**

Work done within the road right-of-way by either the owner or lot purchaser shall be done to the County's and Township's satisfaction.

**1.4 Owner to notify lot purchaser of his obligations**

The Owner agrees to notify the lot purchaser of his obligations of construction re: the new building lot in accordance with the approved plan. The Owner agrees to provide free of charge to any lot purchaser a copy of this agreement as registered, a copy of the approved plan, a notice that this agreement is registered against the lot acquired, and a written notice that the lot purchaser is required to comply with all applicable sections of this agreement.

**1.5 Owner to employ Engineer for design**

The Owner or Lot Purchaser shall employ a competent engineer registered by the Professional Engineers of Ontario to prepare an approved plan for the lot showing the grading and drainage, the driveway and boulevard work. This shall be done in conjunction with the Township Engineer preparing the agreement.

The Owner or Lot Purchaser may retain the Township Engineer to undertake the above or he may retain another qualified Professional Engineer in which case the Township Engineer shall review the approved plan, specifications, work, etc. of this Engineer.

**1.6 Other Work**

If at any time during the construction for the new building lot it should become evident that other work is necessary to provide adequately any of the required services, the Owner shall construct, install or perform such additional works at the request of the Township.

**1.7 Liability**

Until the Council of the Township shall have accepted all the work with respect to the new building lot, as evidenced by the Engineer's Certificate of Lot Grading of Section 17, the Owner and/or the Lot Purchaser of the new lot agree to indemnify and save harmless the Township against all actions, causes of action, suits, claims, and demands whatsoever which may arise either directly or indirectly by reason of the Owner or Lot Purchaser undertaking this development, or from any part or omission by the Owner or Lot Purchaser, his agents, servants or contractors in the performance of any matter or thing in this Agreement.

**1.8 Intent**

Each of the parties agrees to do all acts, within its power, necessary or proper to be done by it to carry out the intention of this Agreement which is to secure a development of good quality and free from drainage and other functional problems.

**2. DRAINAGE ACT MATTERS**

**2.1 Drumbo Drainage Works 1993**

- a) In accordance with Page 34 of the Drainage Report, since a connection to the drain from the lot to be serviced herein was provided, the Owner shall be assessed a lump sum special benefit assessment of \$500. This amount shall be applied against the costs of construction of the service as being borne by the County of Oxford and/or Township.

Consent Agreement  
Emil & Wanda Muranko Severance

- b) Also and pursuant to Page 35 of the Drainage Report, the owner shall pay the lump sum of \$2,000 prior to issuance of the building permit. As per Section 66(3) of the Act, this sum is to be placed in a special fund to be used by the Township for future maintenance of the drain.
  - c) With respect to future maintenance provisions, the Owner is to be assessed an equal portion for maintenance similar to adjacent lots as outlined on Page 35 of the Drainage Report.
- 2.2 Advising Lot Purchasers of Obligations Relating to the Drainage Act**  
The Owner agrees to notify the lot purchaser of their obligations with respect to any existing or future Engineer's Reports pursuant to the Drainage Act.

**3. OTHER DRAINAGE MATTERS**

**3.1 Grading of Lot (To Provide Proper Drainage)**

The Owner agrees to grade the new building lot as shown on the approved plan, and/or to notify the lot purchaser of their obligations in implementing, or permitting by others in case of default, the grading on the lot as per the approved plan.

**3.2 Private Drain Connection**

The Owner agrees to notify the lot purchaser of its obligation to construct any private drain connection, additional catchbasin, back water valve, and sump pump as outlined in Schedule 'C.1' hereto.

**4. DRIVEWAY**

**4.1 General**

The Owner agrees to notify the lot purchaser of his obligation to construct a driveway from the travelled portion of the road to the front line of the lot. The driveway shall initially consist of granular and shall ultimately be finished using a hard surfacing material, either asphalt, concrete or paving blocks.

**4.2 Permits**

The Owner shall advise each lot purchaser that it is his responsibility to obtain any required permit for driveway construction from the affected road authority and pay the required fee.

**4.3 Specifications**

The driveway may be located on either the north or south side of the lot to suit the house and garage design on the property. The driveway shall be constructed in accordance with the requirements of Schedule "C.2".

**5. HYDRO, TELEPHONE, GAS, TV CABLE SERVICES**

**5.1 General**

The Owner will arrange and pay for the main lines of these services within the road allowances to be extended if required, to service the new lot. Connections from the main lines of the services into the lot will be the responsibility of the lot purchaser.

**6. STREET LIGHTING**

**6.1 Paying into Reserve Account**

The Owner agrees to pay the sum of One Hundred Dollars (\$100.) to the Township which sum shall be deposited in the Township's Reserve Account for Street Lighting. This sum shall be payable prior to the stamping of the deed.

Consent Agreement  
Emil & Wanda Muranko Severance

**7. SIDEWALKS**

**7.1 Paying into Sidewalk Reserve Account**

The Owner agrees to pay the sum of Five Hundred Dollars (\$500.) to the Township, which sum is to be deposited into the Township's Reserve Account for Sidewalk Extensions, Improvements and Maintenance. This sum shall be payable prior to the deed being stamped.

**8. PARKLAND FEES**

The Owner agrees to pay a sum of Seven Hundred Dollars (\$700.) as a deposit for cash in lieu of parklands which sum is to be placed into the Township's Reserve Account for Parks and Recreation. This sum shall be payable prior to the stamping of the deed.

**9. RESPONSIBILITY FOR DAMAGE TO EXISTING ROADS**

The Township may hold the Owner or lot purchaser liable for any damages to the existing roads that occurs as a result of construction pursuant to this agreement. For purposes of this section, the road shall consist of the surface, any base, any curb, any utility, any sign and any other works in the boulevards.

**10. BOULEVARDS**

Upon completion of all work on the lot and in the road allowances, to a degree as required by the County, the affected boulevard areas shall be regraded, topsoiled and sodded.

**11. WATER SUPPLY**

**a) Connection Charges**

The Owner is currently identified in County of Oxford, By-law No. 3970-2000, Schedule "B" as property code 2-50-010-01, Maitland Street, now identified as 71 Centre Street and is therefore paying the appropriate water service charge for a vacant serviced lot.

**b) Inspection of Work Beyond the Road**

Prior to backfilling any house connection to a water line, the Owner or Lot Purchaser shall ensure that the connection at the street line is inspected by the appropriate authority and that a reference to fixed points has been made.

**c) User Fees**

The Owner shall notify the Lot Purchaser that they will be responsible to pay the current annual water system fees under Schedule "A" of County of Oxford By-law No. 4667-2006, and amendments thereto. The flat rate fees outlined in Schedule "A", shall be charged prorata, ninety (90) days after the issuance of a building permit. The Owner shall also notify the Lot Purchaser that the current user fees are under review and subject to change.

**d) Water Development Charges**

In accordance with the Schedule of Drumbo Water and Wastewater "Area-Specific Development Charges", By-law No. 4444-2004, and amendments thereto, the Owner shall pay to the Township (due to the County of Oxford) the sum of \$1,970.00 prior to receiving a building permit.

**12. SEWAGE DISPOSAL**

**a) Connection Charges**

The Owner is currently identified in County of Oxford, By-law No. 3970-2000, Schedule "B" as property code 250-01001, Maitland Street, now identified as 71 Centre Street and is therefore paying the appropriate sanitary sewer service charge for a vacant serviced lot.

**Consent Agreement**  
**Emil & Wanda Muranko Severance**

b) **Inspection of Work Beyond the Road**

Prior to backfilling any house connection to a sewage line, the Owner or Lot Purchaser shall ensure that the connection at the street line is inspected by the appropriate authority and that a reference to fixed points has been made.

c) **User Fees**

The Owner shall notify the Lot Purchaser that they will be responsible to pay the current annual sewage system fees under Schedule "A" of County of Oxford By-law No. 4667-2006, and amendments thereto. The flat rate fees outlined in Schedule "A", shall be charged prorata, ninety (90) days after the issuance of a building permit. The Owner shall also notify the Lot Purchaser that the current user fees are under review and subject to change.

d) **Sewer Development Charges**

In accordance with the Schedule of Drumbo Water and Wastewater "Area-Specific Development Charges", By-law No. 4444-2004, and amendments thereto, the Owner shall pay to the Township (due to the County of Oxford) the sum of \$4,970.00 prior to receiving a building permit.

**13. CONSTRUCTION ON THE LOT**

13.1 **Work to be in Accordance with Approved Plan**

All work on any new building lot created must be in accordance with the approved plan as defined in Section 1.2.

13.2 **Lot Purchaser's Obligation to Prepare Site Plan**

The Owner agrees to prepare or to advise the lot purchaser of its obligation to prepare a site specific plan showing how the approved plan will be implemented on the lot. The site specific plan shall show top of foundation wall elevation. The site specific plan shall be prepared by someone customarily involved and experienced in such work. The Township Engineer may be retained to prepare the Site Specific Plan. The lot purchaser is responsible for implementing the site specific plan once approved.

13.3 **Approval of Revised Approved Plan Prior to Issuance of Building Permits**

The revised plan required by Section 13.2 hereabove shall be approved by the Township Engineer prior to the issuance of a building permit.

13.4 **Deposits, Certificate of Lot Grading**

These matters shall be attended to in accordance with Section 17 hereto.

13.5 **Timing**

Acceptable lot grading must be in place on the lot within one year of occupancy of the dwelling on the lot.

13.6 **Changes**

All work on the lot is to be in accordance with the approved plan for the property subject only to such changes as are approved by the Township in writing.

13.7 **Ultimate Responsibility**

All security monies provided by the Owner or the lot purchaser pursuant to Sections 1.1 and 17.1 will only be released when satisfactory lot grading and construction on, and boulevard work for, exists re the new building lot. The Owner shall notify the lot purchaser that the Township will have the right to enter onto the lot and to complete satisfactory lot grading if necessary. When satisfactory lot grading, construction and boulevard work including the driveway exists on or by the new building lot, these securities will be released to the current owners of the building lot.

Consent Agreement  
Emil & Wanda Muranko Severance

#### **14. TOWNSHIP'S LEGAL AND ENGINEERING SERVICES**

##### **14.1 Review of Plans, Assistance in Finalizing the Consent Agreement**

The Township Solicitor and Engineer may be directed by the Township to assist in the preparation and/or approval of plans and specifications, to participate in any reviews, meetings, negotiations and/or servicings to finalize this Consent Agreement and to participate in, review and/or approve any construction.

##### **14.2 Inspection of Construction by Township Engineer**

Where directed by the Township, the Township Engineer shall inspect the installation and construction of the works (public services and work on the lot) from time to time. If the Township Engineer is not satisfied that such installation or construction is being done in accordance with the approved plan or in accordance with good engineering practice, he shall advise the Owner and/or the affected lot purchaser, plus the Township. The Township may deem that the work, if being done by others, is not proceeding in a proper manner and may stop the work and require that another Contractor be placed on the job to complete such and the costs involved shall be paid by the Owner and/or lot purchaser forthwith upon demand by the Township.

##### **14.3 Township Legal and Engineer's Costs**

The Owner hereby agrees to reimburse the Township for all reasonable engineering and legal costs incurred by the said Township for the preparation and supervision and enforcement of this agreement and any plans or specifications required by it, if in excess of any deposit, such payment to be made within 30 days of the delivery of demand from the Township to the Owner. The cost payable by the Owner hereunder shall not include any costs payable by any lot purchaser under Section 17 hereof. All outstanding accounts of the Township, at the time, shall be paid prior to the stamping of the deed and prior to the execution of the agreement.

##### **14.4 Township Engineer's Involvement with Lot Grading and Driveway Review on Behalf of the Lot Purchaser**

These services of the Township Engineer will be separate from the above and are covered in Section 17 hereto.

#### **15. MATTERS TO BE ATTENDED TO PRIOR TO STAMPING OF THE DEED**

Prior to the Township's stamping of the deed for the new building lot created, the Owner shall if applicable:

1. Have paid the sum for the Drainage Connection, Special Benefit Assessment as required by Section 2.1(a).
2. Have paid the sum for street lighting as required by Section 6.
3. Have paid the sum for sidewalks as required by Section 7.
4. Have paid the sum for parkland fees as required by Section 8.
5. Have paid all outstanding accounts of the Township, including those required by Section 14.3.
6. Have made arrangements satisfactory to the Township to have this agreement registered against the new building lot as required by Section 19.
7. Have executed this agreement with the Township.

#### **16. BUILDING PERMITS**

##### **16.1 Building Permit Format**

Prior to applying for a building permit, the revised plan as required by Section 13.2 must be approved. A building permit format shall be used whereby the Owner shall not receive permission to frame until the foundation has been certified. The Owner shall have the completed foundation reviewed and certified by an Ontario Land Surveyor or a Professional Engineer and shall show such certification to the Township.

##### **16.2 Development Charges**

All development charges as applicable at the time must be paid prior to the issuance of a building permit.

Consent Agreement  
Emil & Wanda Muranko Severance

- 16.3 Other Matters to be Attended to Prior to Issuance of a Building Permit
- a) Provide security deposit for lot grading and driveway construction.
  - b) Provide a deposit of \$3,000. to ensure the completion of the Storm sewer connection.
  - c) All fees, deposits, etc. required for Township's existing and future costs must be attended to.
  - d) Obtain the entrance permit from the applicable authority.

17. SECURITY DEPOSITS FOR LOT GRADING AND DRIVEWAYS

17.1 Amount of Security

To ensure that the Owner, lot purchaser or his successor constructs acceptable lot grading, boulevard and driveway work, the Township will require a security of \$2,500, cash or certified cheque, prior to issuance of a building permit. This deposit shall be returned, as also specified below, to the lot owner at the time, without interest and less the costs of the Township Engineer's involvement with site plans, site reviews and any foundation certification works, and upon the Township Engineer's certification of lot grading and driveway construction and shall only be returned if any damages to existing services such as the Roads are attended to and if all other matters required by this agreement are attended to.

17.2 Owner of Security

The security deposit shall be deemed to be that of the current owner of the lot regardless of who filed the deposit. Any work required will be deemed to be the responsibility of the current lot owner.

17.3 Security to be Drawn on if Default

If there is any default in attending to repair of damages, to construction of driveways, to finishing of boulevards or to work on the lot, the Township, to the extent necessary, may use any part of or all of the deposit to attend to such.

17.4 Township Engineer's Costs

Based on a one time review of the final lot grading, the estimated cost of the Township Engineer will be \$350.00. Multiple trips or revisions to the plan may increase these fees.

17.5 Release of Security

The scheduling of the release of the \$2,500 security shall be as follows: Firstly, \$1,500 is to be released upon completion of acceptable lot grading including construction of the private drain connection and subject to any damages to the road and boulevard areas to that point being repaired and less the Engineer's costs. Secondly the balance, \$1,000, is to be released upon completion of the driveway, including the curb cut and boulevard work adjacent to the driveway and subject to repairs being made and less the final Engineering costs. Completion certificates will be issued at each release of funds.

17.6 Completion of Lot Grading

All lot grading and boulevard work is to be attended to within one (1) year of occupancy of the lot. If the work is not attended to by this time the Township may itself or authorize others, enter upon the lot and complete the lot grading at the expense of the security deposit.

17.7 Definition

For the purposes of this agreement, lot grading shall be deemed to be acceptable when the grading (including topsoil) has been completed to the elevations shown on the approved plan, sod has been placed or there is an established growth from seeding.

Consent Agreement  
Emil & Wanda Muranko Severance

18. **DEFAULT**

In addition to any other remedy which the Township may have against the Owner or Lot Purchaser, who for purposes of this section are both referred to as the "Owner", for breach of this Agreement, the Township, at its option and after first notifying the Owner, may:

- a) Enter onto the lands and complete any work in respect of which there has been default and collect the cost of doing so from the Owner;
- b) Make any payment which ought to have been made by the Owner and collect the amount thereof from the Owner;
- c) Do any other thing required of the Owner by this agreement and collect the cost of so doing from the Owner;
- d) Apply any deposit in the Township's possession;
- e) Refuse to issue any further building permits;
- f) In the event of default by the Owner and the Township being required to perform any of the services herein mentioned in addition to any other remedy, the Township shall have the right to recover the cost of performing such services or collection of charges due in like manner as municipal taxes under the authority of the Municipal Act 2001, Chapter 25, Section 427(3) and amendments thereto.

19. **REGISTRATION OF THIS AGREEMENT**

19.1 The Owner and the Township agree to register or deposit this agreement in the appropriate Registry or Land Titles Office.

19.2 It is understood and agreed that after this Agreement has been registered or deposited on title it shall not be released by the Township until all terms and conditions of the agreement have been complied with to the Township's satisfaction. At such time, the Township, upon request, shall issue a Certificate of Compliance certifying compliance with this Agreement to the time of the Certificate.

20. **EASEMENTS, BLOCKS**

None are required.

21. **MISCELLANEOUS**

21.1 **Agreement to Enure**

The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the land and shall be binding upon it and upon its heirs, executors, administrators, successors and assigns as owners and occupiers of the said lands from time to time and shall be appurtenant to the adjoining roadways in the ownership of the Township or County. Notwithstanding the generality of the above, the lot purchaser shall assume the applicable obligations of the Owner as they relate to work on the lot and with respect to finishing of the driveways and boulevards.

21.2 **Variations**

All work is to be in accordance with the approved plans and in accordance with the site plans to be prepared for the lot subject only to such changes as are approved by the Township in writing. Further, the Township reserves the right to waive or rescind any term or condition contained in this agreement provided that such condition is waived or rescinded by resolution of Council.

Consent Agreement  
Emil & Wanda Muranko Severance

22. ESTOPPEL

The Owner agrees to not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Township to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceedings.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal and the Township has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk on the day first written above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

OWNER

Emil Muranko  
Per: Emil Muranko

Ronald J. L.  
Witness

Wanda Muranko  
Per: Wanda Muranko

THE CORPORATION OF THE TOWNSHIP  
OF BLANDFORD-BLENHEIM

(SEAL)

Kenn Howling  
Kenn Howling, Mayor

Keith Reibling  
Keith Reibling, Clerk-Administrator

Consent Agreement  
Emil & Wanda Muranko Severance

SCHEDULE "A"

Agreement Dated the 1<sup>st</sup> day of April, 2009.

ALL AND SINGULAR that certain parcel of tract of land and premises situate, lying and being in the Township of Blandford-Blenheim (former Township of Blenheim), in the County of Oxford, being composed of Part of Lots 4 and 5, Block H, Registered Plan 104, and more particularly described as Part Two and Three on Reference Plan 41R-8312.

SCHEDULE "B"

CONSENT CONDITIONS

In the case of an Application for Consent as made under Section 53 of the Planning Act, R.S.O. 1990, as amended, as it affects the property located on the:

West side of Centre Street, in the Village of Drumbo - municipally known as 71 Centre Street, Drumbo

Part of Lots 4 & 5, Lots 9 and 10, Block H, Plan 104, Township of Blandford-Blenheim, formerly Blenheim.

CONDITIONS:

1. *The County of Oxford Department of Public Works advise the Secretary-Treasurer of the Land Division Committee that all financial requirements of the County of Oxford with respect to the provision of water and sewer services to the subject property have been complied with. This condition can be cleared by payment for the required services or the entering into a Severance Agreement with the area municipality which states that no building permit shall be issued until the payment is made to the County. In order to clear this condition, a copy of the draft Severance Agreement which addresses the above requirements to the satisfaction of the County of Oxford Public Works Department, must be provided to the Public Works Department.*
2. *The Owners enter into a standard Severance Agreement with the Township of Blandford-Blenheim, to the satisfaction of the Township.*
3. *The Owners remove the accessory structure (shed) located on the lot to be severed or obtain approval for a zoning by-law amendment to allow the shed to exist as an accessory use without the prior establishment of a single detached dwelling from the Township of Blandford-Blenheim to the satisfaction of the Township.*
4. *If required, the Owner properly decommission any abandoned private services (water well, cistern and/or septic system) located on the lot to be retained, in accordance with the Ontario Water Resources Act, R.S.O. 1990 (Ontario Regulation No. 903) to the satisfaction of the Oxford County Public Works Department.*
5. *Drainage assessment re-apportionment be undertaken pursuant to Section 65 of the Drainage Act, R.S.O., 1990, at the applicant's expense, to the satisfaction of the Township of Blandford-Blenheim.*
6. *The Clerk of the Township of Blandford-Blenheim advise the Secretary-Treasurer of the Land Division Committee that all requirements of the Township, financial, services, and otherwise have been complied with.*
7. *All stated conditions must be satisfied pursuant to Subsection 41, of Section 53 of the Planning Act, R.S.O. 1990, as amended, within one year from the date of this Notice of Decision. If all conditions are not met within one year, this Application for Consent shall be deemed to be refused. The required instruments must be presented for clarification pursuant to Subsection 42, of Section 53 of the Planning Act, R.S.O. 1990, as amended, within one year from the date of this Notice of Decision. If the said instruments are not presented and certified within one year, the consent herein shall lapse.*

Dated this 7<sup>th</sup> day of August, 2008.

Consent Agreement  
Emil & Wanda Muranko Severance

SCHEDULE "C"

C.1 DRAINAGE

- a) Roof Drainage  
Roof drainage shall discharge onto the surface and to be directed towards the front.
- b) Lot Drainage
  - surface flow
  - to be in accordance with approved plan
- c) Foundation Drainage
  - one of the following alternatives is acceptable
    - i) sump pump, pumped over foundation wall and discharged by gravity to PDC
    - ii) weeping tiles connected by gravity to PDC
- d) Front Yard Catchbasin  
A new 600 x 600mm concrete catchbasin with a steel grate or a plastic drain basin complete with an appropriate grate shall be installed in the northeast corner of the new lot as per the approved plan. The new catchbasin shall be connected to the existing catchbasin in the Centre Street road allowances by a 7m length of 100mm diameter PVC pipe.  
The Owner or lot purchaser shall provide the Township with an additional deposit of \$3000 to ensure the completion of the Storm sewer installation.
- e) All works described in Section C.1 – Drainage, are required to be completed prior to receiving a final release on the Lot Grading deposit.

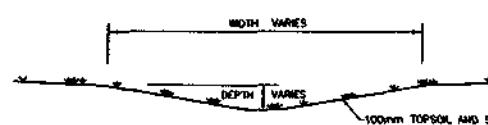
C.2 DRIVEWAY

- a) Dimensions  
The minimum width shall be 3.5m and the maximum width shall be 6.0m.  
The Owner and or Lot Purchaser shall arrange with the Township for an entrance permit to the property, denoting the location of the driveway along the mountable curb in accordance with Township policy.
- b) Materials  
250mm minimum of Granular A  
50mm minimum of HL3 asphalt or driveway paving stones, or 150mm of reinforced concrete.
- c) All works described in Section C.2 – Driveway, are required to be completed prior to receiving a final release on the Driveway deposit.

C.3 BOULEVARD CONSTRUCTION

Boulevard to be topsoiled and sodded.

LEGEND	
T/G	DENOTES TOP OF GRATE
INV.	DENOTES INVERT OF PIPE
F.F.	DENOTES FINISHED FLOOR
T.F.	DENOTES TOP OF FOUNDATION
<del>± 304.00</del>	EXISTING ELEVATION
<del>305.8</del>	EXISTING GROUND CONTOUR ELEVATION
<del>306.0</del>	PROPOSED ELEVATION
— — —	NEW DRAIN AND CATCHBA
— ← —	DIRECTION OF SURFACE FLOW
— → —	PROPOSED SURFACE SWAL
— ● —	LOCATION OF PUMP DISCHARGE
— W —	WATER SERVICE
— SAN —	SANITARY SEWER SERVICE
— — —	ZONING LIMIT SETBACKS



**NOTE:**

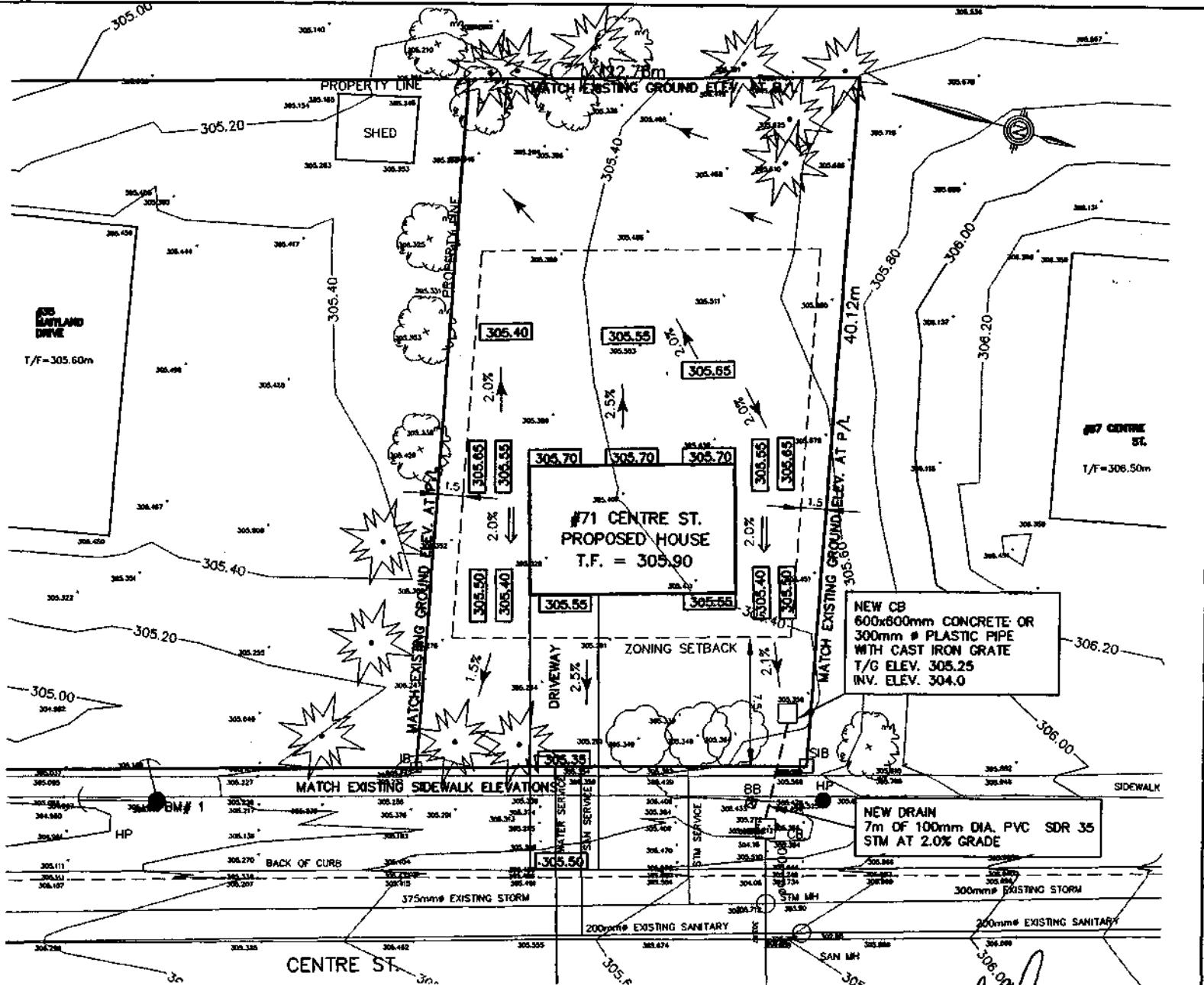
- OPTIMUM SIDE SLOPE
- MAXIMUM SIDE SLOPE
- MINIMUM GRADIENT
- MAXIMUM GRADIENT
- GRADE TRANSITIONS SHALL BE SMOOTH TO FACILITATE  
THE NORMAL OPERATION.

TYPICAL SECTION OF GRASS SWALE  
USED IN LOT GRADING

BM#1 NAIL IN H.P. WEST SIDE OF CENTRE ST.  
SOUTH EAST CORNER OF HSE # 71 CENTRE ST  
ELEV 305.447

#### GENERAL NOTES

1. THIS IS THE APPROVED PLAN IN ACCORDANCE WITH THE AGREEMENT. IT MAY BE CONSIDERED THE SITE SPECIFIC PLAN AS REQUIRED BY THE AGREEMENT PROVIDED THAT THE LOT IS DEVELOPED IN ACCORDANCE WITH THIS PLAN.
  2. ELEVATIONS SHOWN ON THIS PLAN FOR FINISHED GRADES SHALL BE MAINTAINED.
  3. LOCATION OF HOUSE MAY VARY WITHIN THE LIMITS SET BY THE ZONING BYLAW AND PROVIDED THAT THE OVERALL DRAINAGE SCHEME IS MAINTAINED.
  4. THE OWNER OR LOT PURCHASER SHALL ENSURE THAT ALL SERVICES ARE INSTALLED IN ACCORDANCE TO THE COUNTY AND TOWNSHIP STANDARDS AND THAT ALL ELEVATION SHALL SUIT THE HOUSE PRIOR TO CONSTRUCTION.
  5. LOCATIONS AND ELEVATIONS OF EXISTING SERVICES ARE APPROXIMATE AND NEED TO BE CONFIRMED.
  6. ALL WORK WITHIN ROAD ALLOWANCE OR PRIVATED LANDS TO BE IN ACCORDANCE WITH TOWNSHIP STANDARDS.  
PERMISSION TO BE OBTAINED BEFORE WORKING ON ABOVE MENTIONED LANDS
  7. HOUSE AREA 90 sq. m  
LOT AREA 911 sq. m  
HOUSE COVERAGE IS 10% OF THE LOT



APPROVED BY: \_\_\_\_\_

TOWNSHIP ENGINEER										JOB NUMBER 08-366				
REVISION	DATE	DESIGNED BY: K.L.	SCALE 1:250	DRAWN BY: M.A.	CERTIFIED PROFESSIONAL PLANNER O.C.P.T. #1234567890		LICENSED PROFESSIONAL PLANNER DAVID A. MARSH PROFESSIONAL PLANNERS PROVINCE OF ONTARIO #1234567890	71 CENTRE ST. SEVERANCE			TOWNSHIP OF ELANFORD-BLENHEIM	VILLAGE OF DRUMBO	COUNTY OF OXFORD	DATE Mar. 27 2009
		CHECKED BY: D.A.											DRAWING NUMBER 1 OF 1	
		DRAWN BY: M.A.												
		CHECKED BY: K.O.												
		FIELD BOOK:												

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1574-2009

HAMILTON DRAIN IMPROVEMENT 2009

A By-law to provide for a drainage works in the Township of Blandford-Blenheim in the Restructured County of Oxford.

**WHEREAS** the requisite number of owners have petitioned the Council of the Corporation of the Township of Blandford-Blenheim (the "Corporation") in the Restructured County of Oxford, in accordance with the provisions of the Drainage Act, R.S.O. 1990, and amendments thereto, requesting that the following lands and roads be drained by a drainage works (the "Drainage Works").

TOWNSHIP OF BLANDFORD-BLENHEIM

Part of Lots 6 and 7, Concession 10 (former Blandford)

Part of Lots 5, 6 and 7, Concession 11 (former Blandford)

Part of Township Road 14 (Blandford)

**AND WHEREAS** the Council of the Township of Blandford-Blenheim in the County of Oxford has procured a report by T.M. Pridham, P. Eng., of the firm of R.J. Burnside & Associates Limited, 332 Lorne Avenue East, STRATFORD, Ontario, N5A 6S4, and the report is attached hereto and forms part of this By-law.

**AND WHEREAS** the estimated cost of constructing the Drainage Works is \$115,000.00.

**AND WHEREAS** \$17,549.00 is the amount to be contributed by the Township of Blandford-Blenheim for construction of the Drainage Works.

**AND WHEREAS** the Corporation has received its Annual Repayment Limit (ARL) for 2009, effective January 1, 2009, from the Ministry of Municipal Affairs and Housing respecting long-term debt and financial obligations (the "Limit") and the Treasurer of the Corporation has updated the Limit in accordance with the applicable regulations and has determined that the estimated annual amount payable in respect of the Drainage Works would not cause the Corporation to exceed its Limit, and that the approval of the Drainage Works by the Ontario Municipal Board is not required.

**AND WHEREAS** the Council is of the opinion that the drainage of the area is desirable.

**THEREFORE** the Council of The Corporation of the Township of Blandford-Blenheim pursuant to the Drainage Act, R.S.O. 1990, and amendments thereto, enacts as follows:

1. The report dated March, 2009 and attached hereto, is hereby adopted and the Drainage Works as therein indicated and set forth is hereby authorized, and shall be completed in accordance therewith.
2. (1) The Corporation may borrow on the credit of the Corporation the amount of \$115,000.00, being the necessary amount for construction of the Drainage Works.

By-law Number 1574-2009 Cont'd.:

- (2) The Corporation may arrange for the issue of debentures on its behalf for the amount borrowed, less the total amount of,
- (a) grants received under Section 85 of the Act;
  - (b) commuted payments made in respect of lands and roads assessed within the municipality;
  - (c) moneys paid under subsection 61(3) of the Act; and
- such debentures shall be made payable within Five (5) years from the date of the debenture and shall bear interest at a rate to be established at the date of the sale of such debentures.

The County of Oxford shall handle the sale of such debentures, with interest at the prevailing rates at the time of debenture sale. The Municipality of the Township of Blandford-Blenheim shall make annual payments without coupons payable to the County of Oxford.

3. A special equal annual rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in the Schedule to be collected in the same manner and at the same time as other taxes are collected in each year for Five (5) years, the year following the due date of the final invoice that calculates the actual costs of the Drainage Works in accordance with the Schedule contained in this By-law.

**SCHEDULE**

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED
10	East Part of Lot 7 (Larry and Linda Capling)	\$16,332.00
10	West Part of Lot 7 (Jean Arnott)	12,923.00
11	South Part of Lot 7 (Arnhome Farms Ltd.)	13,816.00
11	Lot 6 (Edward Crawford)	15,518.00
10	North Part of Lot 6 (Robert Skrypetz)	4,377.00
10	North Part of Lot 6 (William and Marilyn Murphy)	230.00
11	South Half of Lot 5 (Alfons and Mariejan Orriens)	<u>1,920.00</u>
SUB-TOTAL		\$ 65,116.00
Roads of County – Oxford Road 8		10,085.00
Roads of Municipality – Blandford Road		<u>6,799.00</u>
SUB-TOTAL		\$ 82,000.00
Special Assessment – Oxford Road 8		22,250.00
Special Assessment – Blandford Road		<u>10,750.00</u>
<b>TOTAL ASSESSMENT - TOWNSHIP OF BLANDFORD-BLENHEIM</b>		<b><u>\$115,000.00</u></b>

By-law Number 1574-2009 Cont'd.:

4. This by-law comes into force on the passing thereof and may be cited as "HAMILTON DRAIN IMPROVEMENT 2009 BY-LAW".

First Reading: April 15<sup>th</sup>, 2009.

Second Reading: April 15<sup>th</sup>, 2009.

Provisionally adopted this 15<sup>th</sup> day of April, 2009.

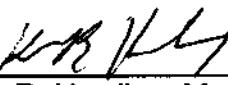
  
Kenn R. Howling, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

Third Reading: June 3rd, 2009

Enacted the 3rd day of June, 2009.

  
Kenn R. Howling, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator



## Township of **Blandford-Blenheim**

Box 100 / 47 Wilmot Street South  
Drumbo, Ontario. N0J 1G0

Phone 519-463-5347  
Fax 519-463-5881  
Web [www.twp.bla-ble.on.ca](http://www.twp.bla-ble.on.ca)

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April 20, 2009.

### TO ALL LANDOWNERS IN THE "HAMILTON DRAIN IMPROVEMENT 2009" WATERSHED

#### NOTICE OF SITTING OF COURT OF REVISION The Drainage Act, R.S.O. 1990, Chapter D.17, Section 46(1) and (2)

Notice is hereby given that a Court of Revision will be held at the Township Office, Drumbo, Ontario, on the **20th day of May, 2009**, at **8:30 P.M.**, to hear any owner of land or, where roads in the local municipality are assessed, any ratepayer, who complains that his or any other land that should have been assessed has not been assessed or that due consideration has not been given or allowance made as to type or use of land, who personally, or by his agent, has given notice in writing to the Clerk of the initiating municipality that he considers himself aggrieved for any or all such causes.

The last date for notice shall be **FRIDAY, MAY 8<sup>th</sup>, 2009.**

*Keith Reibling*  
\_\_\_\_\_  
Keith Reibling,  
Clerk-Administrator.

If no notice of intention to make application to quash a by-law is served upon the Clerk of the initiating municipality within ten days after the passing of the by-law, or where a notice of intention has been given, if an application to quash is not made to the referee within three months after the passing of the by-law, or so much thereof as is not the subject of or is not quashed upon any such application, is valid and binding according to its terms, so far as it prescribes or directs anything within the proper competence of the Council; The Drainage Act, R.S.O. 1990, Chapter D.17, Section 58(2).

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1575-2009  
**HILGERS DRAINAGE WORKS**

A By-law to provide for a drainage works in the Township of Blandford-Blenheim in the Restructured County of Oxford.

**WHEREAS** the requisite number of owners have petitioned the Council of the Corporation of the Township of Blandford-Blenheim (the "Corporation") in the Restructured County of Oxford, in accordance with the provisions of the Drainage Act, R.S.O. 1990, and amendments thereto, requesting that the following lands and roads be drained by a drainage works (the "Drainage Works").

**TOWNSHIP OF BLANDFORD-BLENHEIM**

Part of Lot 1, Concession 12 (former Blandford)

Part of Lot 1, Concession 13 (former Blandford)

Part of Township Road 13 (Blandford)

Part of Oxford Road 22 (Blandford)

**AND WHEREAS** the Council of the Township of Blandford-Blenheim in the County of Oxford has procured a report by T.M. Pridham, P. Eng., of the firm of R.J. Burnside & Associates Limited, 332 Lorne Avenue East, STRATFORD, Ontario, N5A 6S4, and the report is attached hereto and forms part of this By-law.

**AND WHEREAS** the estimated cost of constructing the Drainage Works is \$61,500.00.

**AND WHEREAS** \$434.00 is the amount to be contributed by the Township of Blandford-Blenheim for construction of the Drainage Works.

**AND WHEREAS** the Corporation has received its Annual Repayment Limit (ARL) for 2009, effective January 1, 2009, from the Ministry of Municipal Affairs and Housing respecting long-term debt and financial obligations (the "Limit") and the Treasurer of the Corporation has updated the Limit in accordance with the applicable regulations and has determined that the estimated annual amount payable in respect of the Drainage Works would not cause the Corporation to exceed its Limit, and that the approval of the Drainage Works by the Ontario Municipal Board is not required.

**AND WHEREAS** the Council is of the opinion that the drainage of the area is desirable.

**THEREFORE** the Council of The Corporation of the Township of Blandford-Blenheim pursuant to the Drainage Act, R.S.O. 1990, and amendments thereto, enacts as follows:

1. The report dated March, 2009 and attached hereto, is hereby adopted and the Drainage Works as therein indicated and set forth is hereby authorized, and shall be completed in accordance therewith.
  
2. (1) The Corporation may borrow on the credit of the Corporation the amount of \$61,500.00, being the necessary amount for construction of the Drainage Works.

By-law Number 1575-2009 Cont'd.:

(2) The Corporation may arrange for the issue of debentures on its behalf for the amount borrowed, less the total amount of,

(a) grants received under Section 85 of the Act;

(b) commuted payments made in respect of lands and roads assessed within the municipality;

(c) moneys paid under subsection 61(3) of the Act; and

such debentures shall be made payable within Five (5) years from the date of the debenture and shall bear interest at a rate to be established at the date of the sale of such debentures.

The County of Oxford shall handle the sale of such debentures, with interest at the prevailing rates at the time of debenture sale. The Municipality of the Township of Blandford-Blenheim shall make annual payments without coupons payable to the County of Oxford.

3. A special equal annual rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands and roads as set forth in the Schedule to be collected in the same manner and at the same time as other taxes are collected in each year for Five (5) years, the year following the due date of the final invoice that calculates the actual costs of the Drainage Works in accordance with the Schedule contained in this By-law.

SCHEDULE

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED
12	North Part of Lot 1 (United Church Cemetery)	\$ 124.00
12	North Part of Lot 1 (United Church)	373.00
13	South Part of Lot 1 (Manfred Hilgers)	27,231.00
13	South Part of Lot 1 (Gary Baggey)	249.00
13	South Part of Lot 1 (Reginald and Tina Drake)	1,997.00
13	South Part of Lot 1 (Daniel and Vicki Wilkinson)	<u>1,415.00</u>
SUB-TOTAL		\$ 31,389.00
Roads of County – Oxford Road 22		27,677.00
Roads of Municipality – Township Road 13		<u>434.00</u>
SUB-TOTAL		\$ 59,500.00
Special Assessment – Oxford Road 22		<u>2,000.00</u>
<b>TOTAL ASSESSMENT - TOWNSHIP OF BLANDFORD-BLENHEIM</b>		<b>\$ 61,500.00</b>

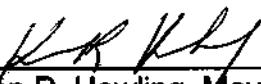
By-law Number 1575-2009 Cont'd.:

4. This by-law comes into force on the passing thereof and may be cited as "**HILGERS DRAINAGE WORKS BY-LAW**".

First Reading: April 15<sup>th</sup>, 2009.

Second Reading: April 15<sup>th</sup>, 2009.

Provisionally adopted this 15<sup>th</sup> day of April, 2009.



---

Kenn R. Howling

Kenn R. Howling, Mayor

(SEAL)



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Keith Reibling

Keith Reibling, Clerk-Administrator

Third Reading: June 3rd, 2009

Enacted the 3rd day of June, 2009.



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Kenn R. Howling

Kenn R. Howling, Mayor

(SEAL)



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Keith Reibling

Keith Reibling, Clerk-Administrator



## Township of **Blandford-Blenheim**

Box 100 / 47 Wilmot Street South  
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April 20, 2009.

### TO ALL LANDOWNERS IN THE "HILGERS DRAINAGE WORKS" WATERSHED

#### NOTICE OF SITTING OF COURT OF REVISION The Drainage Act, R.S.O. 1990, Chapter D.17, Section 46(1) and (2)

Notice is hereby given that a Court of Revision will be held at the Township Office, Drumbo, Ontario, on the **20th day of May, 2009**, at **8:15 P.M.**, to hear any owner of land or, where roads in the local municipality are assessed, any ratepayer, who complains that his or any other land that should have been assessed has not been assessed or that due consideration has not been given or allowance made as to type or use of land, who personally, or by his agent, has given notice in writing to the Clerk of the initiating municipality that he considers himself aggrieved for any or all such causes.

The last date for notice shall be **FRIDAY, MAY 8<sup>th</sup>, 2009.**

*Keith Reibling*  
Keith Reibling,  
Clerk-Administrator

If no notice of intention to make application to quash a by-law is served upon the Clerk of the initiating municipality within ten days after the passing of the by-law, or where a notice of intention has been given, if an application to quash is not made to the referee within three months after the passing of the by-law, or so much thereof as is not the subject of or is not quashed upon any such application, is valid and binding according to its terms, so far as it prescribes or directs anything within the proper competence of the Council; The Drainage Act, R.S.O. 1990, Chapter D.17, Section 58(2).

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHIEM  
**BY-LAW NUMBER 1576-2009**

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Section 1.4.2 to By-Law Number 1360-2002, is hereby amended by adding the following, "All applications for minor variances to MDS I shall require surveyed distances by an Ontario Land Surveyor, where required by the Chief Building Official." at the end thereof.
2. That Section 1.4.3 to By-Law Number 1360-2002, is hereby amended by adding the following "All applications for minor variances to MDS II shall require surveyed distances by an Ontario Land Surveyor, where required by the Chief Building Official." at the end thereof.
3. That Section 2.1 to By-Law Number 1360-2002, is hereby amended by deleting the phrase "Aquatic Habitat Protection and".
4. That Section 2.7.2 to By-Law Number 1360-2002, is hereby amended by deleting Section 2.7.2.1 and replacing it with the following:

"2.7.2.1 For the purposes of this subsection, settlements are defined as those zoned areas shown on Schedule "A" on the following Key Maps:

Key Maps 4, 5 & 6: Plattsburg (Serviced Village);  
Key Map 8: Washington (Rural Cluster);  
Key Maps 19 & 20: Bright (Village);  
Key Map 26: Wolverton (Rural Cluster);  
Key Maps 28, 29, 30 & 31: Drumbo (Serviced Village);  
Key Map 37: Innerkip (Serviced Village);  
Key Map 54: Gobles (Rural Cluster);  
Key Maps 57, 58 & 59: Princeton (Serviced Village);  
Key Map 62: Canning (Rural Cluster)"

5. That Section 2.8 to By-Law Number 1360-2002, is hereby amended by deleting Section 2.8 and replacing it with the following:

**2.8 FLOOD PLAIN AND FILL REGULATED AREA**

Mapping for the Flood Plain and Fill Regulated Area is provided, or the extent of these lines has been estimated, by the Conservation Authorities having jurisdiction within the Corporation and has been mapped into Schedule "A". The Flood Plain and Fill Regulated Area shall be updated as new information becomes available from the Conservation Authorities and Schedule "A" shall be updated accordingly without the requirement for a zoning by-law amendment."

6. That Section 2.9 to By-Law Number 1360-2002, is hereby amended by deleting "AQUATIC HABITAT PROTECTION ANS" from the Section title and deleting the phrase "Mapping for the Significant Aquatic Habitat is provided by the Ministry of Natural Resources and is shown on Schedule "D". The location of Significant Aquatic Habitat shall be updated by the Ministry of Natural Resources from time

to time and Schedule "D" shall be updated accordingly without the requirement for a zoning by-law amendment."

7. That Section 2 to By-Law Number 1360-2002, is hereby amended by adding the following Section:

**"2.10 MINOR BY-LAW AMENDMENTS**

Minor grammatical, typographic, cross section references and formatting amendments to the Township of Blandford-Blenheim Zoning By-Law Number 1360-2002 may be undertaken by the Township of Blandford-Blenheim without an amendment to this By-Law."

8. That Section 2 to By-Law Number 1360-2002, is hereby amended by adding the following Section:

**"2.11 FIGURES AND APPENDICES**

Unless otherwise noted, figures, appendices and illustrations included in this By-Law are for interpretation purposes only and do not form part of the Township of Blandford-Blenheim Zoning By-Law Number 1360-2002."

9. That Section 3.1.1 to By-Law Number 1360-2002, is hereby amended by listing the zone symbol "OS" below the symbol REC and by adding the phrase "Open Space Zone" below the phrase "Recreational Zone".

10. That Section 4 to By-Law Number 1360-2002, is hereby amended by adding Section 4.4 as follows:

**"4.4 AIRSTRIP, PRIVATE"**, means land used for the purpose of landing, storing, taxiing or taking-off of private aircraft, pursuant to the regulations of any competent authority having jurisdiction."

11. That Section 4 to By-Law Number 1360-2002, is hereby amended by renumbering Section 4.2A to Section 4.3.

12. That Section 4 to By-Law Number 1360-2002, is hereby amended by renumbering Sections 4.3 through 4.18 to 4.5 through 4.19.

13. That Section 4 to By-Law Number 1360-2002, is hereby amended by deleting Section 4.19.

14. That Section 4.20 to By-Law Number 1360-2002, is hereby amended by adding the phrase "and an accessory building." at the end thereof.

15. That Section 4.43 to By-Law Number 1360-2002, is hereby amended by deleting the last sentence in the definition and replacing it with the following "A bunk house shall not be used for more than 6 months in any calendar year."

16. That Section 4.51 to By-Law Number 1360-2002, is hereby amended by deleting the word "inflammable" and replacing it with the word "flammable".

17. That Section 4.61 to By-Law Number 1360-2002, is hereby amended by adding the word "or" at the end of subsections 4.61.1 and 4.61.2 and by deleting the word "and" at the end of subsection 4.61.3 and replacing it with the word "or".

18. That Section 4.62 to By-Law Number 1360-2002, is hereby amended by adding the phrase "or a public garage" at the end thereof.

19. That Section 4.66 to By-Law Number 1360-2002, is hereby amended by adding the phrase "storm sewers, storm water management facilities," after the phrase "sewage and water works.", adding the

phrase "(excluding power generation)" after the phrase "electric power" and by adding the phrase ", but shall not include any other use defined herein" at the end thereof.

20. That Section 4 to By-Law Number 1360-2002, is hereby amended by adding the following Section:

**"4.72 LONG TERM CARE FACILITY"**, means a building in which the proprietor supplies for hire or gain, lodging with or without meals and, in addition, may provide nursing, medical or similar care and treatment, if required, and may include a nursing home, rest home, convalescent home, or home for the aged, but does not include any other establishment otherwise defined or classified herein."
21. That Section 4.73 to By-Law Number 1360-2002, is hereby amended by adding the phrase "uncovered decks," after the phrase "area covered by".
22. That Section 4.79 to By-Law Number 1360-2002, is hereby amended by adding the phrase ", with a minimum 65 m<sup>2</sup> (700 ft<sup>2</sup>) of gross floor area," after the phrase "prefabricated dwelling unit" and by adding the sentence "All new mobile homes erected after the date of passage of this By-Law shall comply with the CAN/CSA Z-240 standard as referenced in the Ontario Building Code." at the end thereof.
23. That Section 4.81 to By-Law Number 1360-2002, is hereby amended by adding the word "motor" after the word "self-propelled".
24. That Section 4.83 to By-Law Number 1360-2002, is hereby amended by adding the phrase ", but does not include any other type of motor vehicle, a bicycle, or any other device powered by means of human effort." at the end thereof.
25. That Section 4 to By-Law Number 1360-2002, is hereby amended by renumbering Section 4.71 through 4.85 to 4.72 through 4.86.
26. That Section 4.86 to By-Law Number 1360-2002, is hereby amended by deleting Section 4.86 and replacing it with the following:

**"4.87 NON-CONFORMING"**, means a **use, building or structure** which was lawfully used at the date of passing of this By-Law, but which does not conform with the permitted uses of this By-Law for the zone in which such **use, building or structure** is located.".
27. That Section 4 to By-Law Number 1360-2002, is hereby amended by renumbering Section 4.87 to 4.88.
28. That Section 4.88 to By-Law Number 1360-2002, is hereby amended by deleting Section 4.88 and replacing it with the following:

**"4.89 NON-COMPLYING"**, means a use of land, building or structure which is permitted by the By-Law and that lawfully existed at the date of passing of the By-Law, but which does not comply with one or more provisions of this By-Law.".
29. That Section 4 to By-Law Number 1360-2002, is hereby amended by renumbering Section 4.89 to 4.90.
30. That Section 4 to By-Law Number 1360-2002, is hereby amended by deleting Section 4.90.
31. That Section 4 to By-Law Number 1360-2002, is hereby amended by adding the following Section:

"4.98 "PARK, PASSIVE USE", means an area of land, consisting of landscaped open space, which is used for recreational purposes that do not involve large concentrations of people or activity on a regular basis, such as walking trails, conservation projects, ponds and picnic areas."

32. That Section 4 to By-Law Number 1360-2002, is hereby amended by renumbering Section 4.98 through 4.105 to 4.99 through 4.106.
33. That Section 4.104 to By-Law Number 1360-2002, is hereby amended by adding the phrase ", but does not include any establishment otherwise defined or classified herein" after the phrase "and formal rental shop".
34. That Section 4 to By-Law Number 1360-2002, is hereby amended by adding the following Section:

"4.107 "PLACE OF WORSHIP", means a building dedicated to religious worship and may include a church hall, church auditorium, Sunday School, convent, monastery, or parish hall within the church building."
35. That Section 4.107 to By-Law Number 1360-2002, is hereby amended by adding the phrase "or an abattoir" to the end thereof.
36. That Section 4.116 to By-Law Number 1360-2002, is hereby amended by adding the phrase ", as per the Dead Animal Disposal Act, R.S.O. 1990 as amended." at the end thereof.
37. That Section 4.136 to By-Law Number 1360-2002, is hereby amended by deleting the word "shall" and adding the letter "s" at the end of the word "mean".
38. That Section 4.141 to By-Law Number 1360-2002, is hereby amended by deleting the phrase "and/or any public utilities commission".
39. That Section 4.142 to By-Law Number 1360-2002, is hereby amended by deleting the phrase "a public road authority" and replacing it with the phrase "The Corporation, The County and/or the Province of Ontario".
40. That Section 4.143 to By-Law Number 1360-2002, is hereby amended by deleting the phrase "from the ground to the sky".
41. That Section 4.144 to By-Law Number 1360-2002, is hereby amended by deleting the last sentence.
42. That Section 5.1 to By-Law Number 1360-2002, is hereby amended by deleting page 5-1 and replacing it with the revised page 5-1 attached hereto.
43. That Section 5.1.1 to By-Law Number 1360-2002, is hereby amended by adding the words ", BUILDINGS AND STRUCTURES" following the words "ACCESSORY USES" in the Section heading and deleting the phrase "An accessory use is permitted if:" and replacing it with the following:

"Where this By-Law provides that a lot may be used or a building or structure may be erected or used for a particular purpose, that purpose shall include any accessory building or structure or accessory use provided that:"
44. That Section 5.1.1.3 to By-Law Number 1260-2002, is hereby amended by adding the phrase ", with the exception of A2 lots and A1 lots over 4.0 ha (9.9 ac) after the phrase "residential use" under lot coverage in all other zones in Table 5.1.1.3.
45. That Section 5.1.1.3 to By-Law Number 1360-2002, is hereby amended by adding the following Section at the end thereof:

"5.1.1.3.1 Notwithstanding any provision of Table 5.1.1.3 to the contrary, the following provisions shall also apply:

- i) on a residentially zoned lot, one accessory building, not exceeding 10 m<sup>2</sup> (107.6 ft<sup>2</sup>) in gross floor area may be excluded from the calculation of total lot coverage."
- 46. That Section 5.1.3 to By-Law Number 1360-2002, is hereby amended by deleting the phrase "AND SOLAR COLLECTORS" from the Section heading and deleting the phrase "or solar energy collector" from the provision.
- 47. That Section 5.2 to By-Law Number 1360-2002, is hereby amended by deleting Section 5.2.
- 48. That Section 5 to By-Law Number 1360-2002, is hereby amended by renumbering Sections 5.3 through 5.19 to Sections 5.2 through 5.18.
- 49. That Section 5.3 to By-Law Number 1360-2002, is hereby amended by adding the phrase "development sales office" after the phrase "construction trailer," and by adding the phrase "in compliance with the Township's Sign Control By-Law" after the phrase "or sign".
- 50. That Section 5.4 to By-Law Number 1360-2002, is hereby amended by deleting the title to Section 5.4 and replacing it with the following, "5.3 CONTROL OF ANIMALS, BIRDS AND REPTILES" and adding the phrase ", with the exception of any Agricultural Zones defined by this By-Law" at the end thereof.
- 51. That Section 5.5.1 to By-Law Number 1360-2002, is hereby amended by deleting the phrase "to a maximum of two dwelling units".
- 52. That Section 5.5.5 to By-Law Number 1360-2002, is hereby amended by deleting the word "requirements" and replacing it with the word "provisions".
- 53. That Section 5.5.6 to By-Law Number 1360-2002, is hereby amended by replacing the first occurrence of the word "the" with the phrase "an existing single detached".
- 54. That Section 5.5.7 to By-Law Number 1360-2002, is hereby amended by replacing the word "original" with the word "existing".
- 55. That Section 5.7.2 to By-Law Number 1360-2002, is hereby amended by adding the phrase "or such lot is created through a boundary adjustment," after the phrase "passing of this By-law".
- 56. That Section 5.8 to By-Law Number 1360-2002, is hereby amended by inserting the phrase "AND/OR NON-COMPLYING" after the word "NON-CONFORMING" in the section title.
- 57. That Section 5.8 to By-Law Number 1360-2002, is hereby amended by adding the following Section following Section 5.8.1:

**"5.7.2        NON COMPLYING BUILDING LOCATION**

Notwithstanding any provision of this By-Law to the contrary, any building or structure which lawfully existed at the date of passing of this By-Law, shall be deemed to comply with the relevant provisions of this By-Law pertaining to setbacks from a streetline, yards and lot coverage, provided that no portion of any such building or structure encroaches on any abutting road allowance or lot. Extensions or additions to any such building or structure shall be subject to the provisions of Section 5.8.5."

- 58. That Section 5.8.3 to By-Law Number 1360-2002, is hereby amended by inserting the phrase "AND NON-COMPLYING" into the Section title after the phrase "STRENGTHENING OF NON-CONFORMING", by adding the phrase "non-conforming and/or non-complying" after the phrase "part of any" and by

- deleting the phrase "which does not comply with the zone provisions" and by adding the phrase "or ground floor area" after the phrase "size or volume".
59. That Section 5.8.4 to By-Law Number 1360-2002, is hereby amended by inserting the word "AND" after the phrase "REPLACEMENT OF NON-COMFORMING" in the section title, adding the word "and/" after the phrase "Where a non-conforming".
60. That Section 5.8.4.2 to By-Law Number 1360-2002, is hereby amended by adding the phrase "of the same height or lesser" and after the phrase "the building or structure is".
61. That Section 5.8.5 to By-Law Number 1360-2002, is hereby amended by inserting the phrase "AND/OR Non-COMPLYING" after the phrase "EXTENSION TO NON-COMFORMING" in the Section title and adding the phrase "and/or non-complying" after the phrase "to a non-conforming".
62. That Section 5.8.6 to By-Law Number 1360-2002, is hereby amended by inserting the phrase "AND/OR Non-COMPLYING" after the phrase "MODIFICATIONS OR ADDITIONS TO NON-COMFORMING" in the Section title and adding the phrase "and/or non-complying" after the phrase "to a non-conforming" and deleting subsection 5.8.6.1.
63. That Section 5.8.7 to By-Law Number 1360-2002, is hereby amended by deleting the word "NON-COMFORMITY" from the Section title and replacing it with "NON-COMPLIANCE", replacing the word "non-conforming" with the word "non-complying" and replacing the word "non-conformity" with the word "non-compliance".
64. That Section 5.9 to By-Law Number 1360-2002, is hereby amended by deleting Section 5.9 and replacing it with the following:

#### **5.8 FLOOD PLAIN AND FILL REGULATED AREA**

##### **5.8.1 EXTENT OF THE FLOOD PLAIN AND FILL REGULATED AREA**

The Flood Plain and Fill Regulated Area applies to lands within the Regulatory Flood Plain and Fill Regulated Area established by the Conservation Authorities with jurisdiction in Blandford-Blenheim Township. Where flood lines have not been established by a Conservation Authority, proponents may be required to complete such mapping to the satisfaction of the Conservation Authority, prior to development. The Chief Building Official shall notify the Conservation Authority of development plans within the Regulated Area in order to determine whether such flood plain mapping is required or to obtain written confirmation from the Conservation Authority that the proposed development complies with all applicable regulations.

In accordance with the County of Oxford Official Plan, until the Significant Valleylands have been defined through study, they will be defined as the lands associated with the Flood Plain and Fill Regulated Area within the jurisdiction of the Grand River Conservation Authority or erosion hazard areas established by the Upper Thames River Conservation Authority.

##### **5.8.2 IDENTIFICATION OF THE FLOOD PLAIN AND FILL REGULATED AREA**

The Regulatory Flood Line is shown by a dotted line indicating the area subject to flood regulations on Schedule "A" of this By-Law. A dashed triangle on Schedule "A" of this By-Law shows the limits of the Fill Regulated Area.

##### **5.8.3 PERMITTED USES WITHIN FLOOD PLAIN, FILL REGULATED AREAS AND SIGNIFICANT VALLEYLANDS**

###### **5.8.3.1 FLOOD PLAIN**

Only the following **uses** are permitted within the area of the Regulatory Flood Line, provided that they are also permitted in the underlying zone:

- flood control works;
- a park;
- a public use in accordance with the provisions of Section 5.20 of this By-Law;
- a farm;
- a gravel pit;
- a stone quarry;
- topsoil or peat extraction;
- a conservation project;

except that no **buildings** or **structures** shall be permitted unless accessory to a flood control works or a **conservation project**. All other **uses** not explicitly listed above, shall be prohibited within the Regulatory Flood Line.

#### 5.8.3.2 FILL REGULATED AREA

All **uses** of the underlying zone are permitted within the Fill Regulated Area, except that no **buildings**, **structures** or site alterations are permitted without a permit from the Conservation Authority with jurisdiction.

#### 5.8.3.3 SIGNIFICANT VALLEYLANDS

All uses of the underlying zone are permitted within and adjacent to Significant Valleylands subject to the provisions of an Environmental Impact Study required by the Environmental Impact Study policies of the County of Oxford Official Plan. Notwithstanding this provision, an Environmental Impact Study will not be required if an exemption is granted under the Environmental Impact Study policies of the County of Oxford Official Plan.

#### 5.8.4 ZONE REQUIREMENTS

All other zone provisions of the underlying zone shall continue to apply within the Flood Plain and Fill Regulated Area, unless new provisions are recommended by an Environmental Impact Study. Where new provisions are recommended by an Environmental Impact Study, a zoning by-law amendment shall be required to incorporate such provisions into this By-Law."

65. That Section 5.12.3 to By-Law Number 1360-2002, is hereby deleting the phrase "Section 3.2.9.1" and replacing it with "the Water Quality and Quantity policies" and adding the phrase ", as amended," after the phrase "County of Oxford Official Plan".
66. That Section 5.14.4 to By-Law Number 1360-2002, is hereby amended by deleting the phrase deleting the phrase "member of the family" and replacing it with the phrase "person" and adding the phrase "containing the home occupation" after the phrase "on the lot".
67. That Section 5.14.5 to By-Law Number 1360-2002, is hereby amended by adding the phrase ", shall be prohibited, except for items" after the phrase "Retail sale of items", deleting the phrase "is permitted".
68. That Section 5.14.6 to By-Law Number 1360-2002, is hereby amended by deleting the sentence "Only the repair of small household appliances and electronic equipment is permitted as a home occupation" and replacing it with "Repair of goods shall be prohibited, except for repair of household appliances and electronic equipment".

69. That Section 5.15.4 to By-Law Number 1360-2002, is hereby amended by adding the phrase "material, such as" before the phrase "crushed stone or gravel".

70. That Section 5.17 to By-Law Number 1360-2002, is hereby amended by adding the following Sections at the end thereof:

**"5.17.8 SECONDARY TO THE FARM OPERATION**

The on-farm diversified use must be clearly secondary and ancillary to the farm operation.

**5.17.9 SITE PLAN APPROVAL**

Proposals for on-farm diversified uses shall be accompanied by a detailed site plan showing the location of buildings and structures, wells and septic beds, areas for parking, storage and landscaping; points of access, and any other information deemed relevant to the proposal."

71. That Table 5.18.2.1 to By-Law Number 1360-2002, is hereby amended by deleting the term "church" and replacing it with the term "place of worship" and by deleting the term "nursing home" and replacing it with the term "long term care facility".

72. That Section 5.18.2.2 to By-Law Number 1360-2002, is hereby amended by deleting the term "HANDICAPPED" from the Section title and replacing it with the term "ACCESSIBLE", by deleting the phrase "who are physically handicapped" and replacing it with the phrase "with disabilities" and deleting the measure "6 m (19.7 ft)" and replacing it with the measure "5.5 m (18.0 ft)".

73. That Section 5 to By-Law Number 1360-2002, is hereby amended by adding Section 5.19 as follows:

**"5.19 Prohibited Uses in All Zones**

The following uses are prohibited in all zones, either alone or in conjunction with other uses, unless specifically cited as a permitted use in a specific zone:

A track for driving, racing or testing of automobiles, motorcycles, snowmobiles, all-terrain vehicles or any other motorized vehicles.

Notwithstanding the prohibited use listed above, off-road trails that are sanctioned, created, maintained and managed by competent organizations for clubs members shall be permitted."

74. That Section 5.20.2 to By-Law Number 1360-2002, is hereby amended by adding the phrase "and/or the County" at the end thereof.

75. That Section 5.20.3.2 to By-Law Number 1360-2002, is hereby amended by deleting Section 5.20.3.2 and replacing it with the following:

**"5.20.3.2 Notwithstanding anything in this By-Law to the contrary, new infrastructure or utilities will only be permitted within any zones or Environmental Protection Overlays corresponding to the Agricultural Reserve, Open Space and Environmental Protection designations and Fish Habitat Protection Areas in the Oxford County Official Plan if they have first been approved through an environmental assessment process."**

76. That Section 5.22 to By-Law Number 1360-2002, is hereby amended by deleting Section 5.22 and replacing it with the following:

**5.22 SIGNIFICANT ENVIRONMENTAL FEATURES**

**5.22.1 ENVIRONMENTAL PROTECTION 1 OVERLAY**

The Environmental Protection 1 (EP1) Overlay shall apply to lands containing the following Provincially Significant Environmental Features which are identified in the County Official Plan:

Significant Habitat of Endangered or Threatened Species and other significant wildlife habitat  
Significant Wetlands.

**5.22.1.1 IDENTIFICATION OF THE OVERLAY**

The EP1 Overlay corresponds to the features listed in 5.22.1 and is identified on Schedule "A" of this By-Law. Section 2.5 of this By-Law provides an explanation for the interpretation of these overlay areas.

**5.22.1.2 PERMITTED USES**

Notwithstanding the provisions of the underlying zone, no person shall within any EP1 Overlay use any lot or erect, alter or use any building or structure for any purpose except one or more of the following uses:

- \* **uses existing at the date of passing of this By-Law;**
- \* **a farm on existing cleared areas, excluding farm buildings, structures and accessory dwellings;**
- \* **a public use, in accordance with the provisions of Section 5.20 of this By-Law;**
- \* **a conservation project.**

Notwithstanding the provisions of the underlying zone, no development or site alteration shall be permitted within an EP1 Overlay, except for a use which legally existed on the date of passing of this By-Law, provided that no additional development or site alteration shall be permitted, except as specified in Section 5.22.1.3; and

Within the EP1 Overlay, the harvest of timber in conformity with the County Woodland Conservation By-Law shall be permitted in accordance with the Environmental Protection Area policies of the County of Oxford Official Plan.

All other uses not listed above shall be prohibited within the area of the EP1 Overlay.

**5.22.1.3 EXISTING USES, BUILDINGS AND STRUCTURES**

Any building or accessory structure existing at the time of passing of this By-Law may be replaced, rebuilt or altered thereto, after the passing of this By-Law, provided that any such replacement, rebuilding or alteration thereto does not enlarge the gross floor area of the original building or accessory structure by more than 25% of the structure existing on the date of passing of this By-law. Any such replacement, rebuilding or alteration to such a building or accessory structure shall take place within the area of the original building foundation. Any portion of a use that legally existed at the date of passing of this By-Law and is not located within existing buildings or structures shall only be permitted within existing cleared areas.

Notwithstanding the above paragraph, a covered or uncovered deck, stoop and/or landing may be

attached to a residential building existing at the time of passing of this By-law or to any residential building that has been replaced, rebuilt or otherwise altered in accordance with the above paragraph. Any such covered or uncovered deck, stoop and/or landing shall be constructed in accordance with Section 5.28.1.

#### **5.22.1.4 ALL OTHER ZONE PROVISIONS APPLY**

All other zone provisions of the underlying zone shall continue to apply within the EP1 Overlay areas.

#### **5.22.2 ENVIRONMENTAL PROTECTION 2 OVERLAY AND FISH HABITAT**

The Environmental Protection 2 (EP2) Overlay shall apply to lands containing the following Provincially Significant Environmental Features which are identified in the County Official Plan:

Significant Valleylands

Significant Woodlands

Areas of Natural and Scientific Interest for the Life Sciences

Significant Wildlife Habitat.

Fish Habitat consists of all watercourses, ponds, lakes and reservoirs within the Township.

#### **5.22.2.1 IDENTIFICATION OF THE OVERLAY AND FISH HABITAT**

The EP2 Overlay corresponds to the features listed in Section 5.22.2 and is identified on Schedule "A" of this By-Law. Section 2.5 of this By-Law provides an explanation for the interpretation of these overlay areas.

#### **5.22.2.2 PERMITTED USES**

Notwithstanding the provisions of the underlying zone, no person shall within any EP2 Overlay use any lot or erect, alter or use any building or structure for any purpose except one or more of the following uses:

- a public use, in accordance with the provisions of Section 5.20 of this By-Law and authorized through an environmental assessment process;
- a single detached dwelling on a properly zoned lot of record created on or before April 17, 1979 in accordance with the permitted uses and provisions of the underlying zone;
- a use which legally existed on the date of passing of this By-Law, provided that no additional development or site alteration shall be permitted, except as specified in 5.22.2.3;
- a single detached dwelling on a lot which was part of a plan of subdivision registered or draft approved on or before April 17, 1979;
- a building or structure accessory to a single detached dwelling on a properly zoned lot of record created on or before April 17, 1979 or on a lot which was part of a plan of subdivision registered or draft approved on or before April 17, 1979;
- a farm on existing cleared areas, excluding farm buildings, structures and accessory dwellings, including the land application of nutrients, in accordance with the Nutrient Management Act;
- a recreation trail;
- a conservation project;
- a building or structure used for flood or erosion control purposes, or for the management of the natural environment, as approved by the Corporation, the County, the Conservation Authority with jurisdiction or the Ministry of Natural Resources;
- a passive use park approved by the Corporation or the County, in consultation with the Conservation Authority with jurisdiction.

All other **uses** not explicitly listed above shall be prohibited within the area of the EP2 Overlay and Fish Habitat.

Within the EP2 Overlay, the harvest of timber, in conformity with the County Woodland Conservation By-Law shall be permitted in accordance with Environmental Protection Area policies of the County of Oxford Official Plan.

#### 5.22.2.3 ALL OTHER ZONE PROVISIONS APPLY

All other zone provisions of the underlying zone shall continue to apply within the EP2 Overlay and Fish Habitat areas.

#### 5.22.3 DISTANCE FROM THE EP1 AND EP2 OVERLAYS AND FISH HABITAT WHERE AN ENVIRONMENTAL IMPACT STUDY IS REQUIRED

5.22.3.1 Development, site alteration and stockpiling of materials within 120 m (393.7 ft) of the EP1 Overlay must comply with the Environmental Impact Study requirements of the County of Oxford Official Plan.

Notwithstanding the above, where a residential use exists within the EP1 overlay or within the 120 m (393.7 ft) adjacent area of the EP1 overlay, buildings and structures accessory to the said residential use may be permitted within 120 m of the EP1 overlay without an EIS, in accordance with Section 5.1 and the Regulations for Accessory Uses in Residential Zones contained in Table 5.1.1.3 of this By-law.

5.22.3.2 Development, site alteration and stockpiling of materials within 50 m (164.0 ft) of the EP2 Overlay or Fish Habitat, excepting those uses permitted in Section 5.22.2.2, must comply with the Environmental Impact Study Requirements of the County of Oxford Official Plan.

Buildings and structures accessory to a single-detached dwelling or any residential use existing within the EP2 overlay or within 50 m (164 ft) of the EP2 overlay or Fish Habitat shall be permitted in accordance with Section 5.1 and the Regulations for Accessory Uses in Residential Zones contained in Table 5.1.1.3 of this By-law.

#### 5.22.4 PERMITTED USES

All of the **uses** of the underlying zone are permitted within the distances specified, subject to the provisions of an Environmental Impact Study undertaken by the applicant pursuant to the Environmental Impact Study policies of the County of Oxford Official Plan. Notwithstanding this provision, an Environmental Impact Study will not be required if an exemption is granted under the Environmental Impact Study policies of the County of Oxford Official Plan, in consultation with the Conservation Authority having jurisdiction.

#### 5.22.5 ZONE REQUIREMENTS

All other zone provisions of the underlying zone shall continue to apply within these areas, unless new provisions are recommended by an Environmental Impact Study. Where new provisions are recommended by an Environmental Impact Study, a zoning by-law amendment shall be required to incorporate such provisions into this By-Law."

77. That Section 5.23 to By-Law Number 1360-2002, is hereby amended by adding the phrase ", in accordance with Section 36 of the Planning Act," after the phrase "A zoning by-law amendment".
78. That Section 5.24 to By-Law Number 1360-2002, is hereby amended by inserting the phrase "AND EROSION HAZARD AREA" after the word "SLOPE" in the Section title.
79. That Section 5.28.1.1 to By-Law Number 1360-2002, is hereby amended by deleting Section 5.28.1.1 and replacing it with the following:

**"5.28.1.1 Notwithstanding the provisions of Section 5.28.1 the following provisions shall also apply:**

- No projection is permitted into a required parking area or driveway; and
- No part of any building or structure on any lot shall project beyond any lot line or street line of such lot, except in the case of a projection beyond a street line, where an encroachment permit has been approved for such projection by the Corporation or, in the case of a County Road, the County of Oxford."

80. That Section 5.28.2 to By-Law Number 1360-2002, is hereby amended by deleting Section 5.28.2 and replacing it with the following:

**"5.28.2 HEIGHT EXCEPTIONS**

The height provision of this By-Law shall not apply to prevent the erection and/or use of the following uses, in zones where such structures or building features are associated, and provided that such features are erected only to such heights as is necessary to accomplish their purpose:

- A church spire, steeple or belfry;
- A cupola, dome or other ornamental structure;
- A flag pole;
- A clock tower or bell tower;
- A chimney or smoke stack;
- A firewall;
- A lightening rod or weathervane;
- A skylight; elevator penthouse, water tank, mechanical penthouse or other heating, cooling or ventilation equipment, or structure enclosing such features;
- A communications structure;
- A radio or television antennae;
- A feedmill, commercial grain elevator or silo.

81. That Section 6.2 to By-Law Number 1360-2002, is hereby amended by adding the phrase ", or created through a boundary adjustment" after the phrase "existing at the date of passing of this By-Law" in rows three (Lot Area, Minimum) and five (Lot Frontage, Minimum) of Table 6.2 and deleting row 11 (Parking, Accessory Uses, Etc.).
82. That Section 6.2.6 to By-Law Number 1360-2002, is hereby amended by adding the phrase ", including temporary dwellings," after the phrase "New farm dwellings" and adding the phrase ", or not further reduce an existing insufficient setback" at the end thereof.".
83. That Section 7.2 to By-Law Number 1360-2002, is hereby amended by deleting row 11 (Parking, Accessory Uses, Etc.) to Table 7.2.
84. That Section 7.2.7 to By-Law Number 1360-2002, is hereby amended by adding the phrase ", including temporary dwellings," after the phrase "New farm dwellings" and adding the phrase "or not further reduce an existing insufficient setback" at the end thereof.

85. That Section 8.2.3 to By-Law Number 1360-2002, is hereby amended by adding the phrase ", to the satisfaction of the Chief Building Official." at the end thereof.
86. That Section 16.2 to By-Law Number 1360-2002, is hereby amended by adding the following Section following Section 16.2.1:

#### 16.2.1.1 RESTRICTIONS ON GROUND FLOOR RESIDENTIAL

Notwithstanding the residential uses permitted in Table 16.1, no dwelling unit shall be permitted on the ground floor of any building located within the lands fronting and flanking on Albert Street, between Hume Street and Ann Street in the Village of Plattsbridge or within lands fronting and flanking on Wilmot Street North between Oxford Street and Station Street in the Village of Drumbo."

87. That Section 21.1 to By-Law Number 1360-2002, is hereby amended by deleting the text "a converted dwelling, in accordance with the provisions of Section 5.5 of this By-Law" from Table 22.1.
88. That Section 21.3 to By-Law Number 1360-2002, is hereby amended by deleting Section 21.3.
89. That Section 21 to By-Law Number 1360-2002, is hereby amended by renumbering Section 21.4 to Section 21.3.
90. That Section 22 to By-Law Number 1360-2002, is hereby amended by deleting the term "a church" and replacing it with the term "a place of worship" and deleting the term "nursing home" and replacing it with the term "long term care facility" in Table 22.1.
91. That Section 23 to By-Law Number 1360-2002, is hereby amended by deleting Section 23.4.1 and renumbering Sections 23.4.2 through 23.4.5 to 23.4.1 through 23.4.4.
92. That By-Law Number 1360-2002, is hereby amended by adding Section 24 Open Space after Section as follows:

#### "24.1 USES PERMITTED

No person shall within any OS Zone use any *lot* or *erect, alter or use any building or structure* for any purpose except one or more of the OS uses presented in Table 24.1:

TABLE 24.1: USES PERMITTED

• a conservation project
• a flood control works;
• a picnic area;
• a passive use park;
• a public use in accordance with the provisions of Section 5.20 of this By-Law;

## 24.2 ZONE PROVISIONS

No person shall within any OS Zone use any *lot* or erect, alter or use any *building* or *structure* except in accordance with the provisions presented in Table 24.2:

<b>TABLE 24.2: ZONE PROVISIONS</b>	
<b>Zone Provision</b>	<b>Non-Residential Uses</b>
<b>Lot Frontage: Minimum</b>	<b>20 m (65.6 ft)</b>
<b>Lot Area: Minimum</b>	<b>2000 m<sup>2</sup> (21,528.5 ft<sup>2</sup>)</b>
<b>Lot Coverage, Maximum</b>	<b>20% of Lot Area</b>
<b>Lot Depth, Minimum</b>	<b>30 m</b>
<b>Front Yard, Minimum Depth</b>	<b>10 m (32.8 ft)</b>
<b>Exterior Side Yard, Minimum Width</b>	
<b>Rear Yard, Minimum Depth</b>	<b>10.0 m (32.8 ft)</b>
<b>Interior Side Yard, Minimum Width</b>	<b>7.5 m (24.6 ft)</b>
<b>Setback, Minimum Distance from the Centreline of a County Road</b>	<b>20.0 m (65.6 ft)</b>
<b>Landscaped Open Space, Minimum</b>	<b>30% of Lot Area</b>
<b>Height of Building, Maximum</b>	<b>11 m (36.1 ft)</b>
<b>Parking, accessory uses, permitted encroachments and other general provisions</b>	<b>In accordance with the provisions of Section 5</b>
<b>Underlying Zones</b>	<b>No part of any Flood Plain shall be used to calculate any of the Zone Provisions as may be required by this By-law for uses in the underlying zone.</b>

**TABLE 24.2: ZONE PROVISIONS**

<b>Zone Provision</b>	<b>Non-Residential Uses</b>
<b>Structures within the flood plain</b>	No structure shall be permitted within the flood plain as established by the Conservation Authority with jurisdiction without the written consent of the Conservation Authority.

**24.3 SPECIAL PROVISIONS****24.3.1 Location: Block 42, Plan 41M-97 –Plattsville (Blenheim) OS-1**

- 24.3.1.1 Notwithstanding any provision of this by-law to the contrary, no person shall within any OS-1 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:
- a shed accessory to a single-detached dwelling located on the same lot;  
a public use in accordance with Section 5.20 of this by-law.
- 24.3.1.2 Notwithstanding any provision of this by-law to the contrary, no person shall within any OS-1 Zone use any lot, or erect, alter or use any building or structure for any purpose except in accordance with the following provisions:
- 24.3.1.2.1 **LOT FRONTAGE:**  
  
The minimum lot frontage shall be the lot frontage existing as of the passage of this by-law or created by consent or part lot control.
- 24.3.1.2.2 **LOT AREA:**  
  
The minimum lot area shall be the lot area existing as of the passage of this by-law or created by consent or part lot control.
- 24.3.1.2.3 No person shall erect any building or structure without the prior approval of the Grand River Conservation Authority.
- 24.3.1.2.4 All of the other provisions of the REC Zone in Section 23.2 and all other relevant provisions contained in this By-law shall continue to apply mutatis mutandis.
93. That By-Law Number 1360-2002, is hereby amended by deleting Schedule "A" Key Maps 1 through 66 and replacing them with the revised Schedule "A" Key Maps 1 through 63 attached hereto.

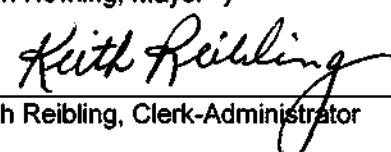
This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 15th day of April 2009.

READ a third time and finally passed this 15th day of April 2009.

  
\_\_\_\_\_  
Kenn Howling, Mayor

(SEAL)

  
\_\_\_\_\_  
Keith Reibling, Clerk-Administrator

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1576-2009

EXPLANATORY NOTE

The purpose of By-Law Number 1576-2009 is to update the Township of Blandford-Blenheim Zoning By-law 1360-2002 to incorporate changes resulting from Official Plan Amendments 79 and 82 and general housekeeping amendments.

The Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed changes to the Zoning By-law, approved By-Law Number 1576-2009. The Open House was held on April 1, 2009. The public hearing was held on April 15, 2009.

Any person wishing further information relative to Zoning By-Law Number may contact the undersigned.

Mr. Keith Reibling  
Clerk Administrator  
Township of Blandford-Blenheim  
P.O. Box 100 Drumbo, ON  
N0J 1G0

Telephone:  
519-463-5347

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1577-2009  
**KUNTZE DRAIN 2009 – Reibling Crossing**

A by-law to provide for a drainage works in the Township of Blandford-Blenheim in the County of Oxford.

**WHEREAS** the requisite number of owners have petitioned the Council of the Township of Blandford-Blenheim (the "Corporation") in the County of Oxford, in accordance with the provisions of the Drainage Act, R.S.O. 1990, and amendments thereto, requesting that the following lands and roads be drained by a drainage works (the "Drainage Works").

**TOWNSHIP OF BLANDFORD-BLENHEIM**

Part of Lots 8, 9 and 10, Concession 12 (former Blandford)  
Part of Lots 7, 8 and 9, Concession 13 (former Blandford)  
Part of Lots 7, 8 and 9, Concession 14 (former Blandford)  
Part of Township Roads 13 and 14  
Part of the Oxford-Waterloo Road  
Part of Oxford Road 5

**TOWNSHIP OF EAST ZORRA-TAVISTOCK**

Part of Lots 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, Concession 16  
Part of Lots 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35 and 36, Concession 17  
Part of Lots 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, Concession 18  
Part of 17th Line, 18th Line and 19th Line  
Part of Cassel Sideroad  
Part of Maplewood Sideroad  
Part of Oxford Road 5  
Part of Perth-Oxford Road

**TOWNSHIP OF WILMOT**

Part of Lots 29, 30 and 31, Concession 2  
Part of Lots 30, 31, 32 and 33, Concession 3  
Part of Lots 31, 32 and 33, Concession 4  
Part of Diamond Road

By-law Number 1577-2009 Cont'd.:

TOWNSHIP OF WILMOT Cont'd.:

Part of Bean Road  
Part of Bridge Street  
Part of Oxford Road 5  
Part of Oxford-Waterloo Road

TOWNSHIP OF PERTH EAST

Part of Lots 4, 5, 6, 7, 8, 9 and 10, Concession 1  
Part of Lots 3, 4, 5, 6, 7, 8, 9 and 10, Concession 2  
Part of Lots 3, 4, 5, 6, 7, 8, 9 and 10, Concession 3  
Part of Lots 8 and 9, Concession 4  
Part of Perth-Oxford Road  
Part of Line 33  
Part of Road 102  
Part of Highway 7 and 8

**AND WHEREAS** the Council of the Township of Blandford-Blenheim in the County of Oxford has procured a report by John Kuntze, P. Eng., of the firm of K. Smart Associates Limited, 85 McIntyre Drive, KITCHENER, Ontario. N2R 1H6, and the report is attached hereto and forms part of this By-law.

**AND WHEREAS** the estimated cost of constructing the Drainage Works is **\$26,000.00**.

**AND WHEREAS** **\$74.00** is the amount to be contributed by the Township of Blandford-Blenheim for construction of the Drainage Works.

**AND WHEREAS** **\$8,780.00** is being assessed to the lands and roads in the Township of East Zorra-Tavistock, in the County of Oxford, in accordance with the Schedule of Assessment for Construction contained within the drainage report.

**AND WHEREAS** **\$1,361.00** is being assessed to the lands and roads in the Township of Wilmot, in the Region of Waterloo, in accordance with the Schedule of Assessment for Construction contained within the drainage report.

**AND WHEREAS** **\$3,741.00** is being assessed to the lands and roads in the Township of Perth East, in the County of Perth, in accordance with the Schedule of Assessment for Construction contained within the drainage report.

By-law Number 1577-2009 Cont'd.:

**AND WHEREAS** the Corporation has received its Annual Repayment Limit (ARL) for 2009, effective January 1, 2009, from the Ministry of Municipal Affairs and Housing respecting long-term debt and financial obligations (the "Limit") and the Treasurer of the Corporation has updated the Limit in accordance with the applicable regulations and has determined that the estimated annual amount payable in respect of the Drainage Works would not cause the Corporation to exceed its Limit, and that the approval of the Drainage Works by the Ontario Municipal Board is not required.

**AND WHEREAS** the Council is of the opinion that the drainage of the area is desirable.

**THEREFORE** the Council of the Township of Blandford-Blenheim, pursuant to the Drainage Act, R.S.O. 1990, and amendments thereto, enacts as follows:

1. The report dated April 9<sup>th</sup>, 2009 and attached hereto, is hereby adopted and the drainage works as therein indicated and set forth is hereby authorized, and shall be completed in accordance therewith.
2. (1) The Corporation of the Township of Blandford-Blenheim may borrow on the credit of the Corporation on the amount of \$26,000.00, being the necessary amount for construction of the drainage works.  
  
(2) The Corporation may arrange for the issue of debentures on its behalf for the amount borrowed, less the total amount of,
  - (a) grants received under Section 85 of the Act;
  - (b) commuted payments made in respect of roads assessed within the municipality;
  - (c) moneys paid under subsection 61(3) of the Act;
  - (d) money assessed in and payable by another municipality andsuch debentures shall be made payable within Five (5) years from the date of the debenture and shall bear interest at a rate to be established at the date of the sale of such debentures.

The County of Oxford shall handle the sale of such debentures, with interest at the prevailing rates at the time of debenture sale. The Municipality of the Township of Blandford-Blenheim shall make annual payments without coupons payable to the County of Oxford.

3. A special equal annual rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands as set forth in the Schedule to be collected in the same manner and at the same time as other taxes are collected in each year for Five (5) years, the year following the due date of the final invoice that calculates the actual costs of the Drainage Works in accordance with the Schedule contained in this By-law.

TOWNSHIP OF BLANDFORD-BLENHEIM

SCHEDULE "A"

Lands in the Municipality	\$11,989.00
Roads in the Municipality	74.00
Roads in the County of Oxford	55.00
<b>TOTAL ASSESSMENT – TOWNSHIP OF BLANDFORD-BLENHEIM</b>	<b><u>\$12,118.00</u></b>

4. For paying the sum of \$74.00, being the amount assessed upon the roads belonging to or controlled by the municipality, a special rate sufficient to pay the amount assessed plus interest thereon shall be levied upon the whole rateable property in the Township of Blandford-Blenheim and shall be payable from the current revenue at the time construction of the drain is completed and the costs assessed.
5. All assessments of \$50.00 or less are payable in the first year in which the assessment is imposed.
6. This By-law comes into force on the passing thereof and may be cited as **"KUNTZE DRAIN 2009 – Reibling Crossing BY-LAW"**.

First Reading: May 6<sup>th</sup>, 2009.

Second Reading: May 6<sup>th</sup>, 2009.

Provisionally adopted this 6<sup>th</sup> day of May, 2009.

  
Kenn R. Howling, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

Third Reading: September 2nd, 2009.

Enacted this 2nd day of September, 2009.

  
Kenn R. Howling, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator



## **Township of Blandford-Blenheim**

Box 100 / 47 Wilmot Street South  
Drumbo, Ontario. N0J 1G0

Phone 519-463-5347  
Fax 519-463-5881  
Web [www.twp.bla-ble.on.ca](http://www.twp.bla-ble.on.ca)

---

May 7, 2009.

**TO ALL LANDOWNERS IN THE  
"KUNTZE DRAIN 2009 – Reibling Crossing" WATERSHED**

**NOTICE OF SITTING OF COURT OF REVISION**  
The Drainage Act, R.S.O. 1990, Chapter D.17, Section 46(1) and (2)

Notice is hereby given that a Court of Revision will be held at the Township Office, Drumbo, Ontario, on the 3<sup>rd</sup> day of June, 2009, at 11:30 A.M., to hear any owner of land or, where roads in the local municipality are assessed, any ratepayer, who complains that his or any other land that should have been assessed has not been assessed or that due consideration has not been given or allowance made as to type or use of land, who personally, or by his agent, has given notice in writing to the Clerk of the initiating municipality that he considers himself aggrieved for any or all such causes.

The last date for notice shall be **FRIDAY, MAY 22<sup>nd</sup>, 2009.**

*Keith Reibling*  
Keith Reibling,  
Clerk-Administrator.

If no notice of intention to make application to quash a by-law is served upon the Clerk of the initiating municipality within ten days after the passing of the by-law, or where a notice of intention has been given, if an application to quash is not made to the referee within three months after the passing of the by-law, or so much thereof as is not the subject of or is not quashed upon any such application, is valid and binding according to its terms, so far as it prescribes or directs anything within the proper competence of the Council; The Drainage Act, R.S.O. 1990, Chapter D.17, Section 58(2).

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
**BY-LAW NUMBER 1578-2009**  
**PRINCETON DRAIN 1971, BRANCH F**

A by-law to provide for a drainage works in the Township of Blandford-Blenheim in the County of Oxford.

**WHEREAS** the requisite number of owners have petitioned the Council of the Township of Blandford-Blenheim (the "Corporation") in the County of Oxford, in accordance with the provisions of the Drainage Act, R.S.O. 1990, and amendments thereto, requesting that the following lands and roads be drained by a drainage works (the "Drainage Works").

**TOWNSHIP OF BLANDFORD-BLENHEIM**

Part of Lot 12, Concession 1 (former Blenheim)

**AND WHEREAS** the Council of the Township of Blandford-Blenheim in the County of Oxford has procured a report by John Kuntze, P. Eng., of the firm of K. Smart Associates Limited, 85 McIntyre Drive, KITCHENER, Ontario. N2R 1H6, and the report is attached hereto and forms part of this By-law.

**AND WHEREAS** the estimated cost of constructing the Drainage Works is \$8,000.00.

**AND WHEREAS** the Corporation has received its Annual Repayment Limit (ARL) for 2009, effective January 1, 2009, from the Ministry of Municipal Affairs and Housing respecting long-term debt and financial obligations (the "Limit") and the Treasurer of the Corporation has updated the Limit in accordance with the applicable regulations and has determined that the estimated annual amount payable in respect of the Drainage Works would not cause the Corporation to exceed its Limit, and that the approval of the Drainage Works by the Ontario Municipal Board is not required.

**AND WHEREAS** the Council is of the opinion that the drainage of the area is desirable.

**THEREFORE** the Council of the Township of Blandford-Blenheim, pursuant to the Drainage Act, R.S.O. 1990, and amendments thereto, enacts as follows:

1. The report dated April 20<sup>th</sup>, 2009 and attached hereto, is hereby adopted and the drainage works as therein indicated and set forth is hereby authorized, and shall be completed in accordance therewith.
2. (1) The Corporation of the Township of Blandford-Blenheim may borrow on the credit of the Corporation on the amount of \$8,000.00, being the necessary amount for construction of the drainage works.

By-law Number 1578-2009 Cont'd.:

- (2) The Corporation may arrange for the issue of debentures on its behalf for the amount borrowed, less the total amount of,

and

such debentures shall be made payable within Five (5) years from the date of the debenture and shall bear interest at a rate to be established at the date of the sale of such debentures.

The County of Oxford shall handle the sale of such debentures, with interest at the prevailing rates at the time of debenture sale. The Municipality of the Township of Blandford-Blenheim shall make annual payments without coupons payable to the County of Oxford.

3. A special equal annual rate sufficient to redeem the principal and interest on the debentures shall be levied upon the lands as set forth in the Schedule to be collected in the same manner and at the same time as other taxes are collected in each year for Five (5) years, the year following the due date of the final invoice that calculates the actual costs of the Drainage Works in accordance with the Schedule contained in this By-law.

TOWNSHIP OF BLANDFORD-BLENHEIM

SCHEDULE "A"

Special Benefit Assessment – Princeton Holdings Limited \$8,000.00

**TOTAL ASSESSMENT – TOWNSHIP OF BLANDFORD-BLENHEIM \$8,000.00**

4. This By-law comes into force on the passing thereof and may be cited as "PRINCETON DRAIN 1971, Branch F BY-LAW".

First Reading: May 6<sup>th</sup>, 2009.

Second Reading: May 6<sup>th</sup>, 2009.

Provisionally adopted this 6<sup>th</sup> day of May, 2009.

  
\_\_\_\_\_  
Kenn R. Howling, Mayor

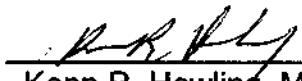
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Keith Reibling, Clerk-Administrator

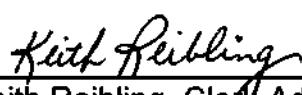
By-law Number 1578-2009 Cont'd.:

Third Reading: July 2nd, 2009.

Enacted this 2nd day of July, 2009.

  
Kenn R. Howling, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator



## Township of Blandford-Blenheim

Box 100 / 47 Wilmot Street South  
Drumbo, Ontario. N0J 1G0

Phone 519-463-5347  
Fax 519-463-5881  
Web [www.twp.bla-ble.on.ca](http://www.twp.bla-ble.on.ca)

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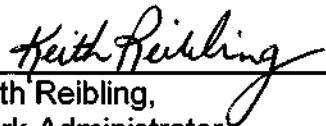
May 7, 2009.

TO ALL LANDOWNERS IN THE  
"PRINCETON DRAIN 1971, BRANCH F" WATERSHED

NOTICE OF SITTING OF COURT OF REVISION  
The Drainage Act, R.S.O. 1990, Chapter D.17, Section 46(1) and (2)

Notice is hereby given that a Court of Revision will be held at the Township Office, Drumbo, Ontario, on the 3<sup>rd</sup> day of June, 2009, at 11:45 A.M., to hear any owner of land or, where roads in the local municipality are assessed, any ratepayer, who complains that his or any other land that should have been assessed has not been assessed or that due consideration has not been given or allowance made as to type or use of land, who personally, or by his agent, has given notice in writing to the Clerk of the initiating municipality that he considers himself aggrieved for any or all such causes.

The last date for notice shall be FRIDAY, MAY 22<sup>nd</sup>, 2009.

  
Keith Reibling,  
Clerk-Administrator.

If no notice of intention to make application to quash a by-law is served upon the Clerk of the initiating municipality within ten days after the passing of the by-law, or where a notice of intention has been given, if an application to quash is not made to the referee within three months after the passing of the by-law, or so much thereof as is not the subject of or is not quashed upon any such application, is valid and binding according to its terms, so far as it prescribes or directs anything within the proper competence of the Council; The Drainage Act, R.S.O. 1990, Chapter D.17, Section 58(2).

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1579-2009

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002, as amended, is hereby amended by changing to 'A2' the zone symbol of the lands so designated 'A2' on Schedule "A" attached hereto.
2. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 6<sup>th</sup> day of May, 2009.

READ a third time and finally passed this 6<sup>th</sup> day of May, 2009.

  
\_\_\_\_\_  
Kenn Howling, Mayor

(SEAL)

  
\_\_\_\_\_  
Keith Reibling, Clerk-Administrator

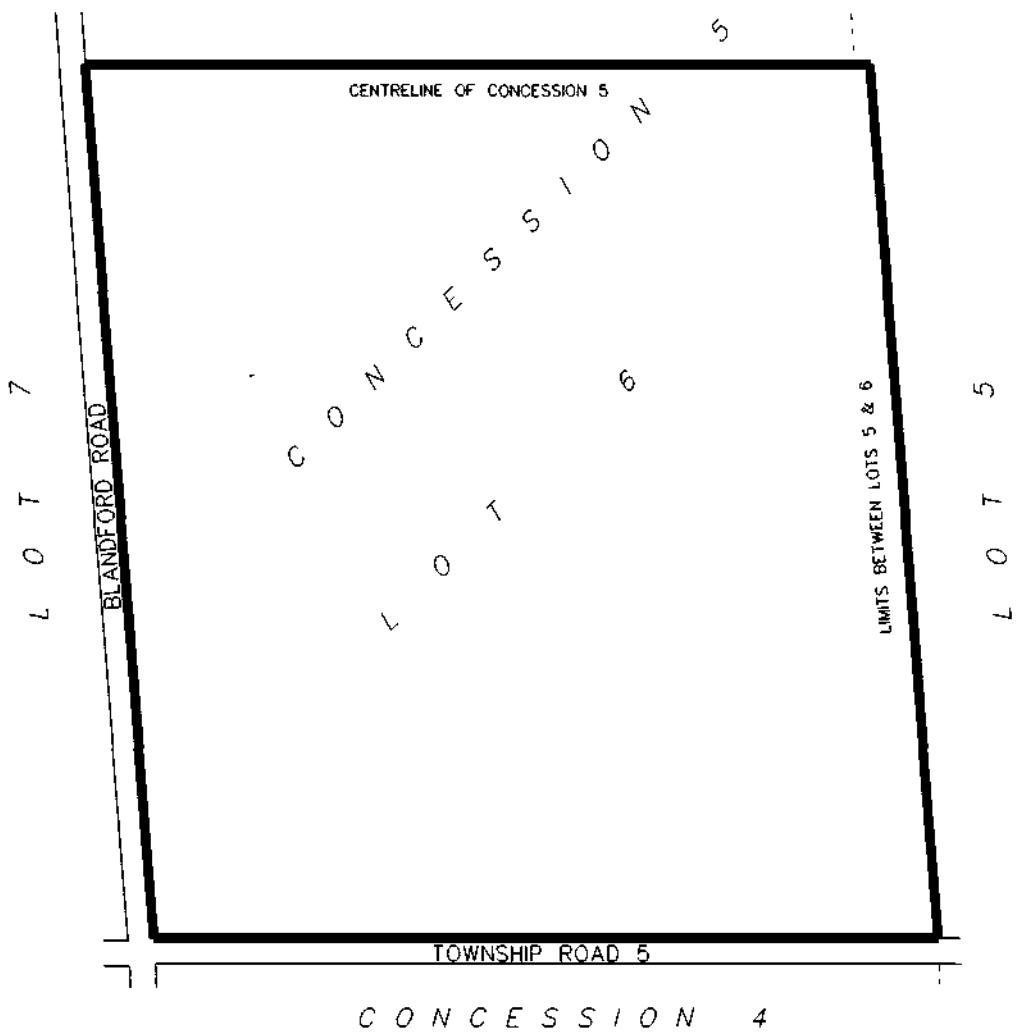
SCHEDULE "A"  
TO BY-LAW No. 1579-2009

PART LOT 6, CONCESSION 5 (BLANDFORD)

TOWNSHIP OF BLANDFORD-BLENHEIM



METRES  
80 0 80 160



THIS IS SCHEDULE "A"

TO BY-LAW No. 1579-2009, PASSED  
THE 6th DAY OF May, 2009

NOTE: ALL DIMENSIONS IN METRES

Oxford County  
growing stronger...

Information Systems ©2009

*Kenn Howling*  
Kenn Howling, MAYOR  
*Keith Reibling*  
Keith Reibling, CLERK-ADMINISTRATOR

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1579-2009

EXPLANATORY NOTE

The purpose of By-Law Number 1579-2009 is to rezone property consisting of Part Lot 6, Concession 5 (Blandford) and municipally known as 765975 Township Road 5, from "Special Agri-Business Zone (AB-1)" to "General Agricultural Zone (A2)" to allow development of a farm use.

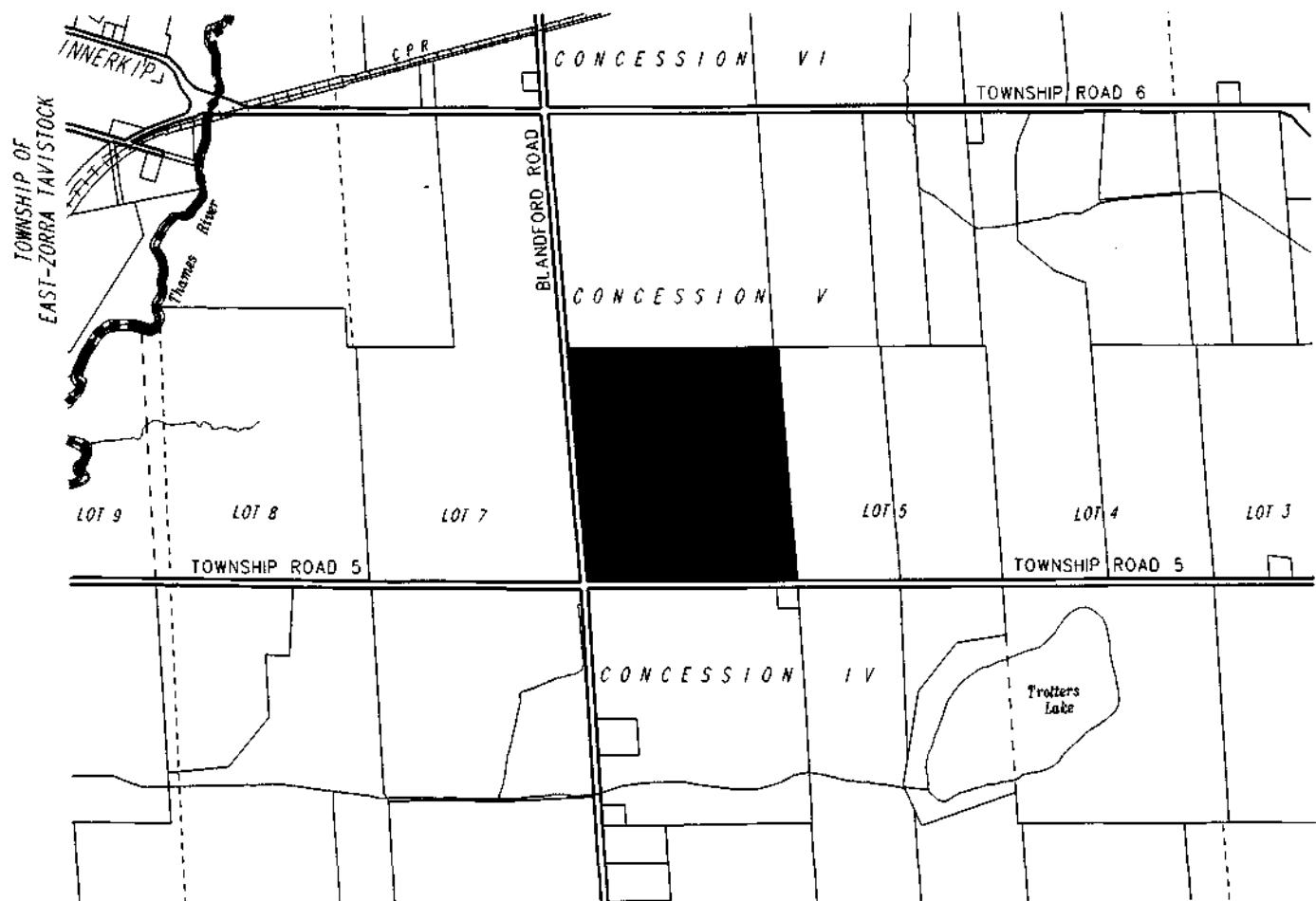
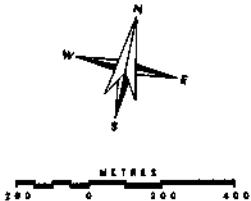
The Township of Blandford-Blenheim, after conducting the public hearing necessary to consider the application of Thames River Melons, adopted the amending By-law Number 1579-2009. The public hearing was held on November 19, 2008.

Any person wishing further information relative to Zoning By-Law Number 1579-2009 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347

# KEY MAP



LANDS TO WHICH BYLAW **1579-** APPLIES  
**2009**



Information Systems ©2009

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
**BY-LAW NUMBER 1580-2009**

Being a By-law to authorize the execution of a consent agreement between The Corporation of the Township of Blandford-Blenheim and Donald Dance.

**WHEREAS** the Planning Act, R.S.O. 1990, Chapter P.13, Section 53, allows the granting of a consent by County Council with respect to lands and imposing of conditions.

**AND WHEREAS** the County of Oxford Land Division Committee, regarding Consent Application Number B-64/08 (Donald Dance) has granted one (1) severance subject to conditions being fulfilled to the Township's satisfaction for development of the newly created lot.

**AND WHEREAS** Township Council deems it desirable to enter into an Agreement with the developer (Donald Dance) of the property to effect proper development of One (1) agricultural lot severance, being composed of Part of Lots 2 and 3, Concession 6 (former Blenheim), more particularly described as Part 2 on Reference Plan 41R-8369.

**NOW THEREFORE**, the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim a Consent Agreement dated May 20th, 2009, for developing lands, being composed of Part of Lots 2 and 3, Concession 6 (former Blenheim), more particularly described as Part 2 on Reference Plan 41R-8369, between Donald Dance and the Corporation of the Township of Blandford-Blenheim.

By-law **READ a FIRST** and **SECOND** time this 20th day of May, 2009.

By-law **READ a THIRD** time and **ENACTED** in Open Council this 20th day of May, 2009.

(SEAL)

  
\_\_\_\_\_  
Kenn R. Howling, Mayor

  
\_\_\_\_\_  
Keith Reibling, Clerk-Administrator

**CONSENT AGREEMENT**

**DANCE SEVERANCE**

**PART OF LOTS 2 and 3, CONCESSION 6**

**TOWNSHIP OF BLANDFORD-BLENHEIM  
(Formerly Township of Blenheim)**

THIS AGREEMENT made on the 20th day of May, 2009.

BETWEEN:

**DONALD ELLIOTT DANCE**

Hereinafter called the "Owner"  
OF THE FIRST PART

AND:

**THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM**

Hereinafter called the "Township"  
OF THE SECOND PART.

WHEREAS the Owner represents that he is the registered owner of those lands and premises in the Township of Blandford-Blenheim described in Schedule "A" attached hereto and hereinafter called the "Lands";

AND WHEREAS the Owner has applied to the County of Oxford Land Division Committee for the approval of a consent to sever with respect to the Lands that will create one new agricultural lot along the north side of Township Road 6, hereinafter called the "New Farm Lot" and which is to be composed of Part 2 on Reference Plan 41R-8369;

AND WHEREAS the County of Oxford Land Division Committee (Application Number B-64/08) has granted the severance subject to conditions being fulfilled to the Township's satisfaction as per their decision dated March 5, 2009, a copy of which is attached hereto as Schedule B;

AND WHEREAS the Township may enter into one or more agreements with an Owner as a condition to the granting of a severance in accordance with Section 53 of the Planning Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is acknowledged), the Owner and Township hereby covenant, promise and agree with each other as follows:

**1. GENERAL**

**1.1 Deposit**

The Owner has deposited the sum of One Thousand Dollars (\$1,000.00) by certified cheque or bank draft with the Township. This deposit shall be used as security for expenses of the Township. The Owner shall provide additional sums as necessary to the Township if the Township in its discretion is of the opinion (acting reasonably) that the amount of money the Township has on hand from the Owner is insufficient to pay the expenses of the Township as set out herein as the work continues and as accounts are paid and if this security is drawn on, to ensure that a minimum deposit of One Thousand Dollars (\$1,000) is always on hand with the Township until the work called for in Schedule C hereof (referred to herein as the "Works") are completed and certified as complete to the Township by the Township's or the Owner's Engineer. The

deposit may be reduced prior to being released in accordance with other sections of this Agreement. If once the Works are so certified as complete and all of the Township's expenses are paid as called for by this Agreement any monies remaining from the monies deposited with the Township shall be returned to the person who lodged the same with the Township.

**1.2 All work to conform to approved plan**

The Owner agrees to undertake the Works in accordance with the approved plan, which is attached as Schedule D to this Agreement and referred to herein as the "Approved Plan".

**1.3 Owner to employ Engineer for design**

The Owner has retained the Township Engineer to prepare the Approved Plan

**1.4 Construction Within Township Right-of-Way**

The Works shall be completed in accordance with the Approved Plan. The Owner may hire the contractor of his choice to perform the Works subject to the written approval of the proposed contractor by the Township Road Manager which approval will not be unreasonably withheld.

**1.5 Owner to notify New Lot Owner of his or her obligations**

If the Owner conveys the New Farm Lot to a new owner (referred to herein as the "New Lot Owner") before the Works are completed and if the New Owner is to be responsible to complete any of the Works, the Owner agrees to notify the New Lot Owner of his or her obligations of construction with respect to the Works. In such event the Owner agrees to provide free of charge to the New Lot Owner a copy of this Agreement as registered, which includes as a schedule a copy of the Approved Plan, a written notice that this Agreement is registered against the New Farm Lot and a written notice that the New Lot Owner is required to comply with all applicable sections of this Agreement in the completion of the Works.

**1.6 Other Work**

If at any time during the completion of the Works it should become evident as certified by the Township Engineer that other work is necessary to provide adequately any of the Works or the completion of the same, the Owner or New Lot Owner as the case may be, shall construct, install or perform such additional works at the written request of the Township.

**1.7 Liability**

Until the Council of the Township shall have accepted the Works which acceptance shall occur as soon as reasonably possible upon the delivery to the Township of the Owner's Engineer's or Township's Engineer's Certificate that the Works are completed, the Owner and/or the New Lot Owner (if the New Lot Owner is undertaking the completion of the Works or any part thereof) agree to indemnify and save harmless the Township against all actions, causes of action, suits, claims, and demands whatsoever which may arise either directly or indirectly by reason of the completion of the Works or the actions taken in an attempt to complete the Works and/or from any act or omission by the Owner or New Lot Owner, his or her agents, servants or contractors in the performance of any matter or thing in this Agreement.

**1.8 Intent**

Each of the parties agrees to do all acts, within its power, necessary or proper to be done by it to carry out the intention of this Agreement which is to secure the completion of the Works in accordance with the Approved Plan of good quality and free from drainage and other functional problems.

**2. DRAINAGE ACT MATTERS**

**2.1 Advising New Lot Owner of Obligations Relating to the Drainage Act**

The Owner agrees to notify the New Lot Owner of his or her obligations with respect to any existing or future Engineer's Reports pursuant to the Drainage Act.

### 3. OTHER DRAINAGE MATTERS

#### 3.1 Grading (To Provide Proper Drainage)

The Owner agrees to grade the Township Road 6 road ditches fronting on the remaining lands of the Owner exclusive of the New Farm Lot and fronting on the New Farm Lot as shown on the Approved Plan, and/or to notify the New Lot Owner of his or her obligations with respect to the grading of the said ditches as shown on the Approved Plan.

### 4. DRIVEWAY

#### 4.1 General

The Owner agrees to notify the New Lot Owner of his or her obligation to construct a driveway from the travelled portion of the new road extension to the front line of the New Farm Lot. The driveway shall consist of a granular surface that matches with the finished road surface.

#### 4.2 Permits

The Owner shall advise the New Lot Owner that it is his or her responsibility to obtain any required permit for driveway construction from the Township and pay the required fee. The Owner is hereby given approval for a maximum width of 9 meters for an entrance from the extended public road to the property line as outlined on the Approved Plan.

#### 4.3 Specifications

The driveway and culvert shown on the Approved Plan, if required, shall be constructed in accordance with the Approved Plan and the requirements of Schedule 'C'.

### 5. HYDRO, TELEPHONE, GAS, TV CABLE SERVICES

#### 5.1 General

The Owner or New Lot Owner as the case may be will arrange and pay for the main lines of electricity and telephone services within the road allowances to be extended if required, to service the New Farm Lot. Connections from the main lines of the services into the New Farm Lot will be the responsibility of the New Lot Owner.

### 6. PARKLAND FEES

#### 6.1 Paying into Township's Reserve Account

The Owner is exempt from paying fees for park purposes for the New Farm Lot.

### 7. RESPONSIBILITY FOR DAMAGE TO EXISTING ROADS

7.1 The Township may hold the Owner or the New Lot Owner liable for any damages to an existing road that occurs as a result of construction pursuant to this Agreement. For purposes of this section, the road shall consist of the surface, any base, any utility, any sign and any other works in the road allowance.

7.2 The Owner shall remove the concrete manure storage pit located on a portion of the proposed Township Road 6 extension to the extent the said concrete manure storage pit is located within the proposed Township Road 6 extension as soon as reasonably possible. The Owner shall, forthwith upon completion of such removal provide the Township with a certificate from an Ontario Land Surveyor that the relocated manure storage pit complies with the provisions that are outlined in the Committee of Adjustment, Application No. A-1/09 Decision Sheet. The Approved Plan indicates that the concrete manure storage pit is to be removed from the road right-of-way and the cost of the work is outlined in Schedule 'C'.

### 8. ROAD ALLOWANCES

Upon completion of the Works any affected road allowance areas shall be regraded, topsoiled and grass seeded.

**9. WATER SUPPLY**

**9.1 General**

The Owner and New Owner acknowledge that water supply to the remaining lands of the Owner and the New Farm Lot must be from individual or private water supply as no municipal water is available to either property

Any new well shall be constructed in accordance with Oxford County Board of Health and MOEE guidelines and policies.

**10. SEWAGE DISPOSAL**

**10.1 General**

The Owner and New Owner acknowledge that the remaining lands of the Owner and the New Farm Lot must be serviced by individual or private septic systems as no municipal sewage system is available to either property

Any new septic system shall be constructed in accordance with Oxford County Board of Health and MOEE guidelines and policies.

**10.2 Private Septic System to be Installed**

The Owner or the New Lot Owner shall ascertain the location of any existing private water wells that are within 50 metres of this New Farm Lot's borders. The design and location of the septic system on the said New Farm Lot and the location of any private water wells within 50 metres of this New Farm Lot's borders shall be shown on a plan prepared and approved by the person who designed the private septic system. The County of Oxford Health Unit and/or Township CBO requires this information prior to issuing a Certificate of Approval for the private septic system to serve farm or residential buildings.

**10.3 Timing**

No building permit for a single detached dwelling, accessory to a farm, will be issued unless the applicant has the required Certificate of Approval from the Health Unit at the time of applying for the building permit.

**11. CONSTRUCTION ON THE NEW FARM LOT**

**11.1 Work to be in Accordance with Approved Plan**

All of the Works shall be in accordance with the Approved Plan. All new buildings or structures constructed on the New Farm Lot shall be in accordance with the Ontario Building Code and all other applicable law.

**11.2 Lot Purchaser's Obligation to Revise Approved Plan**

The Owner agrees to prepare or to advise the New Lot Owner of his or her obligation to prepare a site specific plan showing how the New Farm Lot will be developed. The site specific plan shall provide the location of all proposed buildings, driveways, water supply and private septic systems. The site specific plan shall be prepared by someone customarily involved and experienced in such work including a planning consultant. The Township Engineer may be retained to prepare the site specific plan. The person who owns the New Farm Lot at the time is responsible for implementing the site specific plan once approved when the same is undertaken as determined by such person.

**11.3 Deposits, Certificate of Lot Grading**

These matters shall be attended to in accordance with Section 15 hereto.

**11.4 Changes**

All construction and development on the New Farm Lot shall be done in accordance with the site specific plan referred to above subject only to such changes as are approved by the Township in writing.

**12. TOWNSHIP'S LEGAL AND ENGINEERING SERVICES**

**12.1 Review of Plans, Assistance in Finalizing the Consent Agreement**

The Township Solicitor and Engineer may be directed by the Township to assist in the preparation and/or approval of plans and specifications, to participate in any reviews, meetings, negotiations and/or servicing to finalize this Consent Agreement and to participate in, review and/or approve any construction.

**12.2 Inspection of Construction by Township Engineer**

Where directed by the Township, the Township Engineer shall inspect the installation and construction of the Works and construction and development on the New Farm Lot from time to time. If the Township Engineer is not satisfied that such installation or construction is being done in accordance with the Approved Plan or in accordance with good engineering practice, he or she shall advise the Owner and/or the New Lot Owner as well as the Township. The Township may, upon receipt of such written report indicating the same from the Township Engineer, deem that the work, if being done by others, is not proceeding in a proper manner and may stop the work and require that another contractor be placed on the job to complete such work and the costs involved shall be paid by the Owner and/or the New Lot Owner forthwith upon demand by the Township.

**12.3 Township Legal and Engineer's Costs**

The Owner hereby agrees to reimburse the Township for all reasonable engineering and legal costs incurred by the said Township for the preparation and supervision and enforcement of this Agreement and any plans or specifications required by it, if in excess of any deposit, such payment to be made within 30 days of the delivery of written demand from the Township to the Owner or the New Lot Owner as the case may be. The costs associated with preparing the approved plan by the Engineer shall be paid directly to the Engineer by the Owner or the New Lot Owner as the case may be and all supervision costs are to be invoiced directly to the Township for payment and the Owner or New Lot Owner as the case may be will be invoiced in accordance with the statements in this section. All outstanding accounts of the Township, at the time, shall be paid prior to the stamping of the deed conveying the New Farm Lot to the New Lot Owner and prior to the execution of this Agreement by the Township.

**13. MATTERS TO BE ATTENDED TO PRIOR TO STAMPING OF THE DEED**

Prior to the Township's stamping of the deed conveying the New Farm Lot to the New Lot Owner, the Owner shall:

1. Have paid all outstanding accounts of the Township, including those required by Section 12.3.
2. Have prepared and delivered to the Township a Transfer/Deed of Land to the Township for Part 4, according to Reference Plan 41R-8369 to be used as road widening purposes.
3. Have provided the security deposit to the Township as required by Section 15.2, as outlined in Schedule 'C'. This security deposit provides funds to ensure that the Works are completed and will provide the New Farm Lot with the minimum lot frontage on a street, improved in accordance with provisions in the Township Zoning By-law.
4. Have made arrangements satisfactory to the Township to have this agreement registered, if deemed necessary by the Township, as outlined in Section 17.

**14. BUILDING PERMITS**

**14.1 Building Permit Format**

Prior to applying for a building permit for an accessory single detached dwelling on the New Farm Lot the Owner and or New Lot Owner shall have received building permits for farm buildings that support a 40,000 chicken broiler operation and related manure storage on the New Farm Lot. A minimum of One (1) chicken broiler livestock shelter shall be completely erected on the New Farm Lot prior to the Township issuing a building permit for an accessory single detached dwelling on the New Farm Lot.

#### **14.2 Development Charges**

All development charges as applicable at the time must be paid prior to the issuance of a building permit.

#### **14.3 Other Matters to be Attended to Prior to Issuance of a Building Permit**

Prior to issuance of a building permit for any residential building on the New Farm Lot:

1. The New Owner shall provide the Township with a signed statement indicating where the water source is going to be obtained from to serve the accessory single detached dwelling to be constructed on the New Farm Lot;
2. The New Lot Owner shall obtain a certificate of approval from Township CBO or the Oxford County Health Unit as required for the private septic system that will service the buildings on the New Farm Lot;
3. The New Lot Owner or the owner shall obtain an entrance permit from the Township;
4. All fees, deposits, etc. required by the Township including the costs outlined on Schedule 'C' shall be paid.

### **15. SECURITY DEPOSITS: LOT GRADING/DRIVEWAYS AND OTHER MATTERS**

#### **15.1 Amount of Security for Lot Grading and Driveways**

Not applicable.

Security Deposits for Lot Grading and Driveways is not required for agricultural development.

#### **15.2 Amount of Security for Other Matters**

The Owner shall deposit the sum of One Hundred and Five Thousand Dollars (\$105,000.00) in the form of certified cheque or bank draft with the Township concurrent with the Owner's signature and delivery of this Agreement to the Township. This deposit shall be used as a security for expenses of the Township and as payment towards the costs of the works set out in Schedule C hereof which works are referred to herein as the "Works". The Owner shall provide additional sums as necessary to the Township if the Township in its discretion is of the opinion (acting reasonably) that the amount of money the Township has on hand from the Owner is insufficient to pay the expenses of the Township as set out herein or to complete the Works as required by this Agreement. until the Works are completed and certified as complete to the Township by the Township's or the Owner's Engineer. The funds so deposited with the Township, to the extent such funds are available, shall be used to pay the bills of the contractor who is completing the Works as such bills are approved in writing by the Owner's Engineer. If once the Works are so certified as complete and all of the Township's expenses are paid as called for by this Agreement any monies remaining from the monies deposited with the Township shall be returned to the person who lodged the same with the Township.

Alternatively the Owner can pay the contractors directly and the Township will release the security deposit, in stages as the work is approved by the Township Engineer. At the end of the project the Township will provide an accounting of the project and invoice or rebate any balances on account.

**16. DEFAULT**

In addition to any other remedy which the Township may have against the Owner or the New Lot Owner, who for purposes of this section are both referred to as the "Owner", for breach of this Agreement, the Township, at its option and after first notifying the Owner, may:

1. Enter onto the lands and complete any work in respect of which there has been default and collect the cost of doing so from the Owner;
2. Make any payment which ought to have been made by the Owner and collect the amount thereof from the Owner;
3. Do any other thing required of the Owner by this Agreement and collect the cost of so doing from the Owner;
4. Apply any deposit in the Township's possession to the costs of the foregoing;
5. Refuse to issue any further building permits;

In the event of default by the Owner and the Township being required to perform any of the services herein mentioned in addition to any other remedy, the Township shall have the right to recover the cost of performing such services and the costs of collection of such costs in like manner as municipal taxes under the authority of the appropriate sections of the Offences and Penalties and Remedial action sections (Sections 425 through to Section 446) of Part XIV, Enforcement; of the Municipal Act, SO 2001, and amendments thereto.

**17. REGISTRATION OF THIS AGREEMENT**

- 17.1 The Owner and the Township agree that this Agreement may be registered or deposited in the appropriate Registry or Land Titles Office.
- 17.2 It is understood and agreed that if after this Agreement has been registered or deposited on title it shall not be released by the Township until all terms and conditions of the Agreement have been complied with to the Township's satisfaction. At such time, the Township, upon request, shall issue a Certificate of Compliance certifying compliance with this Agreement to the time of the Certificate. .

**18. EASEMENTS, BLOCKS**

None are required.

**19. MISCELLANEOUS**

**19.1 Agreement to Enure**

The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the land and shall be binding upon it and upon the Owner's heirs, executors, administrators, successors and assigns as owners and occupiers of the said lands from time to time and shall be appurtenant to the adjoining roadways in the ownership of the Township. Notwithstanding the generality of the above, the New Lot Owner shall assume the applicable obligations of the Owner as they relate to work on the New Farm Lot and with respect to finishing of driveways and boulevards appurtenant to or on the New Farm Lot.

**19.2 Variations**

All work is to be in accordance with the Approved Plan subject only to such changes as are approved by the Township in writing. Further, the Township reserves the right to waive or rescind any term or condition contained in this Agreement in favour of the Township provided that such condition is waived or rescinded by resolution of Council

**19.3 Township Road 6 Assumption and Naming**

The Township shall enact a by-law to assume and name Part 4 and Part 5 according to Reference Plan 4IR-8369 as an opened travelled public road allowance (Township

Road 6) when all works on the Approved Plan are complete so that Parts 4 and Part 5 according to Reference Plan 41R-8369 form part of an open public highway.

20. ESTOPPEL

The Owner agrees to not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Township to enter into this Agreement and to enforce each and every term, covenant and condition herein contained and this Agreement may be pleaded as an estoppel against the Owner in any such proceedings.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal and the Township has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk on the day first written above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Katherine Ram  
Witness

OWNER

Donald Elliott Dance  
Donald Elliott Dance

THE CORPORATION OF THE TOWNSHIP  
OF BLANDFORD-BLENHEIM

Kenn R. Howling  
Kenn R. Howling, Mayor

(SEAL)

Keith Reibling  
Keith Reibling, Clerk-Administrator

**SCHEDULE "A"**

Agreement Dated the 20th day of May, 2009.

ALL AND SINGULAR that certain parcel of tract of land and premises situate, lying and being in the Township of Blandford-Blenheim (former Township of Blenheim), in the County of Oxford, being composed of Part of Lots 2 and 3, Concession 6 and more particularly described as Parts 1, 2, 3, 4, and 5 on Reference Plan 41R-8369.

**SCHEDULE "B"**

**CONSENT CONDITIONS**

In the case of an Application for Consent as made under Section 53 of the Planning Act, R.S.O. 1990, as amended, as it affects the property located on the:

North side of Township Road 6, west of the Brant-Oxford Road, described as Part Lots 2 & 3, Concession 6, Township of Blandford-Blenheim, formerly Blenheim, municipally known as 787729 Township Road 6.

**CONDITIONS:**

1. *The applicant enters into a Severance Agreement with the Township of Blandford-Blenheim, to the satisfaction of the Township. The Severance Agreement shall include, in addition to the standard conditions of the Township, the following requirements:*
  - (a) *a provision that requires a minimum 100 metres (328 ft) of lot frontage for the lot to be severed to be established on an improved road allowance, to the satisfaction of the Township, prior to the issuance of any building permits for the lot to be severed; and*
  - (b) *a provision that requires all farm buildings for the proposed 40,000 chicken broiler operation and the related manure storage structure be constructed, to the satisfaction of the Township, prior to the issuance of any building permit for an accessory dwelling on the lot to be severed.*
2. *If required, drainage assessment re-apportionment be undertaken pursuant to Section 65 of the Drainage Act, R.S.O. 1990, at the applicant's expense, to the satisfaction of the Township of Blandford-Blenheim.*
3. *The owner submit a final surveyed sketch which confirms that the limits of the new severed lot is outside of the limits of the Regional Storm floodplain, to the satisfaction of the Grand River Conservation Authority.*
4. *The Clerk of the Township of Blandford-Blenheim advise the Secretary-Treasurer of the Land Division Committee that all requirements of the Township, financial, services, and otherwise have been complied with.*
5. *All stated conditions must be satisfied pursuant to Subsection 41, of Section 53 of the Planning Act, R.S.O. 1990, as amended, within one year from the date of this Notice of Decision. If all conditions are not met within one year, this Application for Consent shall be deemed to be refused. The required instruments must be presented for clarification pursuant to Subsection 42, of Section 53 of the Planning Act, R.S.O. 1990, as amended, within one year from the date of this Notice of Decision. If the said instruments are not presented and certified within one year, the consent herein shall lapse.*

Dated this 5th day of March, 2009.

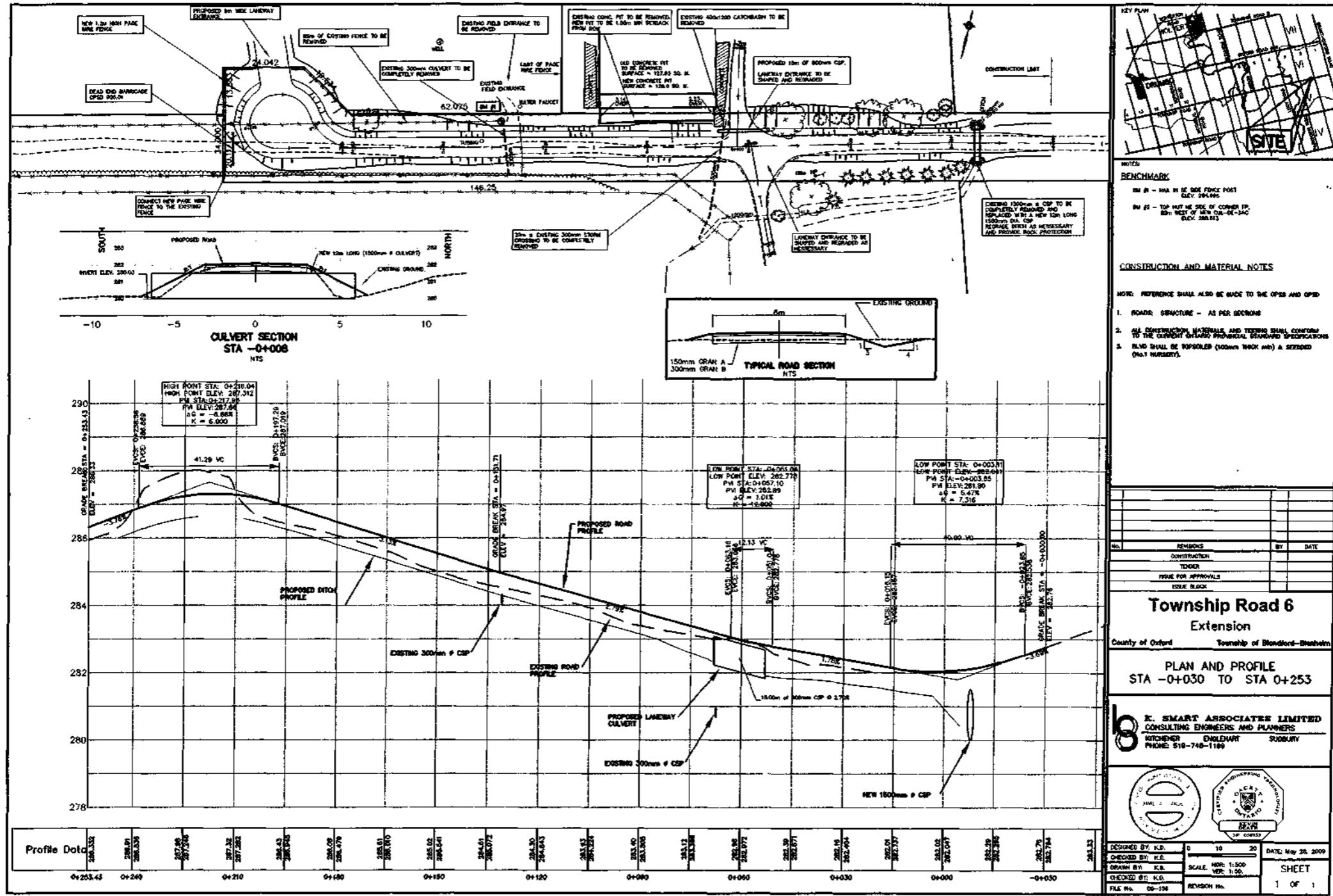
**SCHEDULE "C"**

ITEM NO.	WORK	UNIT	TOTAL QUANTITY	UNIT COST	TOTAL COST
C.1	ROAD RECONSTRUCTION				
	- Granular A 150mm thick	Tonne	570	\$18.00	\$10,260.00
	- Granular B 300mm thick	Tonne	1150	\$15.00	\$17,250.00
	- Excavation	cu.m.	1315	\$10.00	\$13,150.00
	- Fine Grade Boulevards with topsoil and hydroseed	sq.m.	1800	\$3.50	\$6,300.00
	- Fencing Road Extension for New Farm Lot	m.	140	\$40.00	\$5,600.00
	SUB TOTAL SECTION:				\$52,560.00
C.2	REMOVALS				
	- Remove existing (2) 300mm storm crossings	m	25	\$10.00	\$250.00
	- Remove existing 400 x 1200 catchbasin	L.S.	1	\$125.00	\$125.00
	- Remove existing 1500mm dia CSP	m	8	\$15.00	\$120.00
	- Remove existing fence	m	30	\$11.00	\$330.00
	SUB TOTAL SECTION				\$825.00
C.3	STORM SEWER AND APPURTENANCES				
	- Supply and Install new 1500mm dia. CSP (half price)	m	12	\$175.00	\$2,100.00
	- Supply and Install new 600mm dia. CSP	m	15	\$250.00	\$3,750.00
	SUB TOTAL SECTION:				\$5,850.00
C.4	Miscellaneous				
	- Remove existing concrete pit and construct a new concrete pit	L.S.	1	\$40,000.00	\$40,000.00
	- Provide RipRap on filter fabric (300mm thick)	sq.m.	8	\$35.00	\$280.00
	SUB TOTAL SECTION:				\$40,280.00

**SUMMARY**

A.	ROAD RECONSTRUCTION	\$52,560.00
B.	REMOVALS	825.00
C.	STORM SEWER	5,850.00
D.	MISCELLANEOUS	<u>40,280.00</u>
	Subtotal of work (excluding GST)	\$99,515.00
	GST	<u>\$ 4,975.75</u>
	TOTAL INCLUDING GST	<u>\$104,490.75</u>

**SCHEDULE "D"**



**The Corporation Of The  
Township of Blandford-Blenheim  
By-Law Number 1581-2009**

Being a by-law to adopt the 2009 estimates of all sums required during the year for the purposes of the municipality and to levy the tax rates for all purposes.

**WHEREA** Section 290 of the Municipal Act, 2001 provides the authority for Council to adopt estimates of all sums required during the year for the purposes of the municipality;

**AND WHEREAS,** Section 312 (2) of the Municipal Act, 2001 provides that Council, after the adoption of the estimates for the year, pass a by-law to levy a separate tax rate on the assessment in each property class;

**AND WHEREAS,** the Council of the Township of Blandford-Blenheim after considering the requirements of the municipality adopted the following estimated expenditures and revenues as prepared by the Treasurer for 2009.

**Expenditures**

<b>2008 Municipal Deficit</b>	\$8,000.00
<b>General Government</b>	
General Expenses	\$ 525,504.00
Building	51,908.00
	<b>\$577,412.00</b>
<b>Protection to Persons &amp; Property</b>	
General Expenses - Fire	509,699.00
Capital Expenses - Fire	69,197.00
Agreements - Fire	69,500.00
Transfer to Fire Vehicles Reserve	120,000.00
Transfer to Fire Building Reserve	100,000.00
Policing	1,147,929.00
CBO / By-Law Expenses	128,279.00
Animal Protection	13,120.00
	<b>\$2,157,724.00</b>
<b>Transportation Services</b>	
General Expenses	1,543,932.00
Property Capital	17,000.00
Equipment Capital	231,500.00
Road Construction	890,000.00
Plattsburg Drain - Roads	3,272,791.00
Bridges	40,000.00
Drainage Assessment	25,000.00
Transfer to Reserves	847,923.00
	<b>\$6,868,146.00</b>
<b>Health Services</b>	
Inactive Cemeteries	4,375.00
Active Cemeteries	44,339.00
	<b>\$48,714.00</b>
<b>Parks and Recreation</b>	
General Expenses - Arena	386,548.00
Capital Expenses - Arena	170,189.00
Transfer to Arena Reserve	100,000.00
Transfer to Arena Building Reserve	541,460.00
General Expenses - Parks	60,301.00
Capital Expenses - Parks	22,660.00
Transfer to Parks Reserve	25,000.00
General Expenses - Community Centers	36,149.00
Capital Expenses - Community Centers	5,000.00
Transfer to Community Centers Reserve	30,000.00
Grants	3,500.00
	<b>\$1,380,807.00</b>

**The Corporation Of The  
Township of Blandford-Blenheim  
By-Law Number 1581-2009**

**Planning and Development**

Drainage Superintendent	12,180.00
Municipal Drain Maintenance	1,590.00
Municipal Drain Debenture	7,240.00
Tile Drain Debenture	14,044.00
	<u>\$35,054.00</u>
<b>Total Expenditures</b>	<b>\$11,075,857.00</b>

**Revenues**

<b>Taxation</b>	\$3,228,836.00
<b>Tile / Municipal Drainage Levy</b>	\$21,284.00
<b>Payment in Lieu of Taxes / Supplementaries</b>	\$25,125.00

**Federal / Provincial Grants**

OMPH Grant	1,325,700.00
Federal Gas Tax Grant	247,923.00
Ministry of Transportation - Fire Calls	90,000.00
OMAFRA - Drainage Superintendent	6,960.00
	<u>\$1,670,583.00</u>

**Revenue from Other Municipalities**

Township of Burford - Fire	50,000.00
City of Woodstock - Base Taxes	100,270.00
City of Woodstock - Sites B & C	15,000.00
City of Woodstock	641,460.00
Misc. Municipal Revenues	7,365.00
	<u>\$814,095.00</u>

**Other Revenue**

Interest, Licenses, Permits, Fines, etc.	322,800.00
Roads Revenue	95,000.00
Active Cemeteries	33,824.00
Plattsville Arena	238,500.00
Parks & Community Centres	25,050.00
	<u>\$715,174.00</u>

**Transfer from Reserves**

Fire - Training	69,197.00
Fire - Property	14,483.00
Joint Police Services	930,766.00
Urban Infrastructure	2,478,715.00
Road Construction	10,000.00
Road Development Charges	40,000.00
Bridges	231,500.00
Roads - Vehicles	632,337.00
Federal Gas Tax	4,413.00
Cemeteries Fund	166,689.00
Arena	0.00
Community Centers	22,660.00
Parks	<u>\$4,600,760.00</u>
<b>Total Revenues</b>	<b>\$11,075,857.00</b>

**The Corporation Of The  
Township of Blandford-Blenheim  
By-Law Number 1581-2009**

**AND WHEREAS,** effective January 1, 2009 the Township reserves were categorized under the following headings in the Treasurer's General ledger:

1	Tax Stabilization Reserves	\$350,216.00
2	Reserve for Fire Department - Vehicles	\$240,686.00
3	Reserve for Fire Department - Property	\$242,918.00
4	Reserve for Fire Department - Training	\$0.00
5	Police	\$0.00
6	Reserve for Road Construction	\$1,573,304.00
7	Reserve for Road Construction (Investing in Ontario)	\$310,027.00
8	Reserve for Road Construction ( RIII)	\$457,500.00
9	Reserve for Bridges	\$1,030,445.00
10	Reserve for Road Vehicles	\$60,968.00
11	Reserve for Street Lighting	\$31,148.00
12	Reserve for Sidewalks	\$20,454.00
13	Reserve for Urban Infrastructure	\$930,766.00
14	Reserve for Federal Gas Tax	\$384,414.00
15	Reserve for Arena	\$314,400.00
16	Reserve for Arena Building	\$0.00
17	Reserve for Parks & Recreation	\$22,650.00
18	Reserve for Community Centres	\$220,660.00

**Total Reserve Balance as at January 1, 2009      \$6,190,556.00**

**AND WHEREAS,** after recording the estimated 2009 revenues and expenditures, the Township reserves will be categorized under the following headings in the Treasurer's General Ledger, effective December 31, 2009.

1	Tax Stabilization Reserves	\$350,217.00
2	Reserve for Fire Department - Vehicles	\$298,186.00
3	Reserve for Fire Department - Property	\$336,221.00
4	Reserve for Fire Department - Training	\$0.00
5	Police	\$100,000.00
6	Reserve for Road Construction	\$62,115.00
7	Reserve for Road Construction (Investing in Ontario)	\$0.00
8	Reserve for Road Construction ( RIII)	\$0.00
9	Reserve for Bridges	\$1,215,445.00
10	Reserve for Road Vehicles	\$4,468.00
11	Reserve for Street Lighting	\$31,148.00
12	Reserve for Sidewalks	\$20,454.00
13	Reserve for Urban Infrastructure	\$0.00
14	Reserve for Federal Gas Tax	\$0.00
15	Reserve for Arena	\$247,711.00
16	Reserve for Arena Building	\$558,357.00
17	Reserve for Parks & Recreation	\$24,990.00
18	Reserve for Community Centres	\$250,660.00

**Total Reserve Balance as at December 31, 2009      \$3,499,972.00**

**AND WHEREAS,** effective January 1, 2009 the Township Development Charges Reserve Funds were categorized under the following headings in the Treasurer's General Ledger:

1	Reserve for Administration (Development Charges)	\$9,158.00
2	Joint Police Services (Development Charges)	\$14,483.00
3	Reserve for Road Construction (Development Charges)	\$55,651.00
4	Reserve for Fire Buildings (Development Charges)	\$0.00

**Total Development Charge Reserve Funds balances as at January 1, 2009      \$79,292.00**

**The Corporation Of The  
Township of Blandford-Blenheim  
By-Law Number 1581-2009**

**AND WHEREAS,** after recording the 2009 estimated transfers from Development Charges and calculating interest at a rate of 2% per year on proposed balances, the Township Development Charges reserves will be categorized under the following headings in the Treasurer's General ledger, effective December 31, 2009.

1 Reserve for Administration (Development Charges)	\$9,341.00
2 Joint Police Services (Development Charges)	\$14,773.00
3 Reserve for Road Construction (Development Charges)	\$56,764.00
4 Reserve for Fire Buildings (Development Charges)	<u>\$0.00</u>
<b>Total Development Charge Reserve Funds balances as at December 31, 2009</b>	<b>\$80,878.00</b>

**AND WHEREAS,** the property assessment roll on which the 2009 taxes are to be levied have been returned and revised pursuant to the provisions of the Assessment Act subject to appeals at present before the District Court and the Ontario Assessment Review Board:

**AND WHEREAS,** "Residential Assessment", "Multi-Residential Assessment", "Commercial Assessment", "Industrial Assessment", "Pipeline Assessment", "Farmland Assessment" and "Managed Forest Assessment" are defined in the Assessment Act as amended by the Fair Municipal Finance Act, 1997.

**AND WHEREAS,** the assessments for Blandford-Blenheim in the aforementioned property classes and prescribed sub-classes are as follows:

Residential Assessment	\$484,838,637.00
Multi-Residential Assessment	\$2,537,225.00
Commercial Assessment	\$28,955,347.00
Commercial - Vacant unit / excess land	\$37,945.00
Commercial - Vacant land	\$197,466.00
Industrial Assessment	\$5,871,018.00
Industrial - Vacant unit / excess land	\$33,126.00
Large Industrial	\$2,470,000.00
Pipeline Assessment	\$66,293,725.00
Farmland Assessment	\$321,838,839.00
Managed Forest Assessment	<u>\$620,086.00</u>
	<b>\$913,693,414.00</b>

**AND WHEREAS,** under Section 308 of the Municipal Act, 2001, the County of Oxford established By-law No. 5058-2009 the following tax ratios for the County and its lower tier municipalities.

1 Residential / Farm Residential	1.0000
2 Multi-Residential Assessment	2.7400
3 Commercial	1.9018
4 Industrial (residual)	2.6300
5 Large Industrial	2.6300
6 Pipeline	1.2593
7 Farmland	0.2500
8 Managed Forest	0.2500

**AND WHEREAS,** the sums required by taxation in the year 2009 for the Township of Blandford-Blenheim general purposes is \$3,228,836.00

**AND WHEREAS,** the sums required by taxation in the year 2009 for the County of Oxford general and library purposes to be levied to the Township of Blandford-Blenheim is \$3,774,775.00

**The Corporation Of The  
Township of Blandford-Blenheim  
By-Law Number 1581-2009**

**AND WHEREAS,** Ontario Regulation 92/09 has set 2009 tax rates for education purposes for all assessment classes. The total amount for the Township of Blandford-Blenheim calculates out to be \$3,054,335.85

**AND WHEREAS,** several municipal drains have been maintained under the authority of the Drainage Act, RSO 1990 Chapter D17 Section 47 as amended. Schedule "A" attached hereto outlines the municipal drains where monies are owing and the total amount placed on the tax roll.

**AND WHEREAS,** a water levy to property owners in Bright shall be collected as a local improvement charge on the 2009 tax roll, to all properties assessed who receive or will receive water benefit in accordance with the County of Oxford By-law No. 4947-2008. Schedule "B" attached hereto sets out the total charges.

**AND WHEREAS,** a water and sewage levy to property owners in Drumbo shall be collected as a local improvement charge on the 2009 tax roll, to all properties assessed who receive or will receive the benefit in accordance with the County of Oxford By-law No. 4947-2008. Schedule "B" attached hereto sets out the total charges.

**AND WHEREAS,** a water and sewage levy to property owners in Plattsburg shall be collected as a local improvement charge on the 2009 tax roll, to all properties assessed who receive or will receive the benefit in accordance with the County of Oxford By-law No. 4947-2008. Schedule "B" attached hereto sets out the total charges.

**AND WHEREAS,** the amount of capital charges owing for sewage and water connections and frontage in Plattsburg shall be added to the Roll and part due in 2009 shall be collected. Schedule "B" attached hereto sets out the total charges.

**AND WHEREAS,** the amount for municipal drain debentures, tile drainage debentures and other miscellaneous charges shall be added to the local improvements lists and collected as part of the 2009 Collector's Roll. Schedule "B" attached hereto sets out the total charges.

**AND WHEREAS,** the tax rates on the aforementioned property classes and property subclasses have been calculated pursuant to the provisions of the Municipal Act and the matter set out herein.

**NOW THEREFORE**, the Council of the Township of Blandford-Blenheim enacts as follows:

- 1 The rates of taxation per current value assessment for Township, County and Education purposes be levied as follows:

Tax Classes	Township Tax Rates	County Tax Rates	Education Tax Rates	Totals
Residential	0.00440338	0.00514792	0.00252000	0.01207130
Multi Residential	0.01206526	0.01410529	0.00252000	0.02869055
Commercial -Full	0.00837435	0.00979031	0.01966670	0.03783165
Vacant unit/excess land	0.00586204	0.00685322	0.01376689	0.02648216
Vacant land	0.00586204	0.00685322	0.01376689	0.02648216
Industrial - Full	0.01158089	0.01353902	0.02700000	0.05211991
Vacant unit/excess land	0.00752758	0.00880036	0.01890000	0.03522794
Vacant land	0.00752758	0.00880036	0.01890000	0.03522794
Large Industrial	0.01158089	0.01353902	0.02700000	0.05211991
Pipeline	0.00554518	0.00648277	0.01243648	0.02446443
Farmland	0.00110085	0.00128698	0.00063000	0.00301783
Managed Forest	0.00110085	0.00128698	0.00063000	0.00301783

- 2 The amounts owing for "Local Improvements" as set out in Schedule "A" and "B" attached hereto and forming part of this by-law, be collected.
- 3 That the estimated expenditures and revenues listed herein are hereby adopted.

**The Corporation Of The  
Township of Blandford-Blenheim  
By-Law Number 1581-2009**

4 That the estimates established in 2009 for the Township reserves in the various categories as listed herein are hereby adopted.

5 That final taxes for residential, farmland, pipeline and managed forest classes, where such property

21-Aug-09

23-Oct-09

6 Taxes for all other Property Classes become due and payable as set out in Section 5; however, if the

7 That from the 1st day of January, 2009 until the 31st day of December, 2009, the statutory penalty of 1

8 That a penalty of 1 1/4% be added to the amount due on February 20th, May 22nd, August 21st, and

9 The Treasurer shall pay all debentures to the holders thereof, or the Bank as the same becomes due

**AND BE IT FURTHER ENACTED,** that all rates hereinbefore mentioned which are required to be levied and raised under this by-law shall be paid by the person or persons charged with the payment thereof. Payment

- By cheque / cash at the Township office, 47 Wilmot Street, Drumbo
- By mail at Box 100 Drumbo, ON N0J 1G0
- By telephone / PC banking, provided your bank offers this service
- At the Bank of Montreal branch in Drumbo and/or the CIBC branches in Plattsburg and Ayr
- Pre-Authorized Payment Plans. Two plans will be made available.
  - A ten (10) month plan where payments will be deducted directly from your bank account on the 15th of each month beginning in January, and
  - Four (4) regular tax installment plan.

By-law READ a FIRST and SECOND time this 3rd day of June, 2009

By-law READ a THIRD time and FINALLY PASSED in Open Council this 3rd day of June, 2009.

  
\_\_\_\_\_  
Kenn R. Howing, Mayor

(Seal)

  
\_\_\_\_\_  
Keith Reibling, Clerk-Administrator

**Schedule "A" to By-Law No. 1581-2009**  
**The Corporation Of The**  
**Township of Blandford-Blenheim**

<b>Name of Drain</b>	<b>Maintenance Tax Roll 2009</b>
Bright - Hewitt Drain	\$137.54
Buck Wilson Br. A. Closed	\$202.78
Mahon Drain Branch B	\$219.18
Murray Drain	\$50.21
Bright Drain Portion #24	\$186.47
Morning Glory	\$468.27
Livingston Vernooy Drain	\$100.73
Scott Creek Drain	\$98.37
Anderson Drain	\$61.63
Bright Catchbasins	\$137.76
Buck Wilson Drain	\$73.51
Plattsburg Drain SWM "A"	\$367.47
Plattsburg Drain SWM "B"	\$387.38
South Princeton "A"	\$772.48
Yeandle Drain	\$18.22
Plattsburg Catchbasins	\$710.63
Skillings Drain	\$60.35
Merkley Drain	\$100.47
Pinder Drain	\$56.74
Henderson Drain	\$21.36
Facey Drain	\$45.65
<hr/>	
<b>Total Drain Maintenance Levied on 2009 Tax Roll</b>	<b>\$4,277.20</b>

**Schedule "A" to By-Law No. 1581-2009**  
**The Corporation Of The**  
**Township of Blandford-Blenheim**

<b>Code</b>	<b>Local Improvement</b>	<b>Total</b>
207	Bright Water System "Connected"	\$92,208.36
210	Bright Water System "Not Connected"	\$3,750.00
		<b>Subtotal</b> <b>\$95,958.36</b>
233	Drumbo - Water Only	\$1,307.92
235	Drumbo Metered	\$24,162.00
236	Drumbo - Schedule A	\$362,045.74
237	Drumbo - Schedule B (existing units)	\$9,785.02
238	Drumbo - Schedule B (vacant lots)	\$8,594.65
240	Drumbo - Water & Sewage Multi Connections	\$23,019.72
		<b>Subtotal</b> <b>\$428,915.05</b>
241	Plattsburg - Residential	\$368,611.34
242	Plattsburg - Multi-Residential	\$10,241.92
243	Plattsburg - Other Properties	\$127,544.11
		<b>Subtotal</b> <b>\$506,397.37</b>
208	Plattsburg Frontage and Connection	<b>\$17,354.70</b>
245	Supplementaries - Bright	\$0.00
245	Supplementaries - Drumbo	\$0.00
245	Supplementaries - Plattsburg	\$0.00
		<b>Subtotal</b> <b>\$0.00</b>

**Total Water & Sewer Levy \$1,048,625.48**

Various	Municipal Drainage Debentures	\$3,018.02
209	Tile Drainage Debentures	<b>\$14,044.02</b>

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1582-2009

Being a By-law to authorize the execution of a consent agreement between The Corporation of the Township of Blandford-Blenheim and H. Douglas and Norma Mordue.

**WHEREAS** the Planning Act, R.S.O. 1990, Chapter P.13, Section 53, allows the granting of a consent by County Council with respect to lands and imposing of conditions.

**AND WHEREAS** the County of Oxford Land Division Committee, regarding Consent Application Number B-11/09 (H. Douglas and Norma Mordue) has granted one (1) severance subject to conditions being fulfilled to the Township's satisfaction for development of the newly created lot.

**AND WHEREAS** Township Council deems it desirable to enter into an Agreement with the developers (Douglas and Norma Mordue) of the property to effect proper development of One (1) residential lot, being composed of Part of Lots 6, 8, 10 and 11, Block G, according to Registered Plan 104, (former Blenheim) on the west side of Wilmot Street South, more particularly described as Part 1 on Reference Plan 41R-8380.

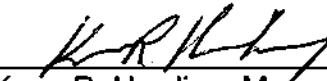
**NOW THEREFORE**, the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim a Consent Agreement dated July 2nd, 2009, for developing lands, being composed of Part of Lots 6, 8, 10 and 11, Block G, according to Registered Plan 104 (former Blenheim) located on the west side of Wilmot Street South, more particularly described as Part 1 on Reference Plan 41R-8380, between H. Douglas and Norma Mordue and the Corporation of the Township of Blandford-Blenheim.

By-law READ a FIRST and SECOND time this 2nd day of July, 2009.

By-law READ a THIRD time and ENACTED in Open Council this 2nd day of July, 2009.

(SEAL)

  
Kenn R. Howling, Mayor

  
Keith Reibling, Clerk-Administrator



Province  
of  
Ontario

D

**Document General**  
Form 4 — Land Registration Reform Act

(1) Registry  Land Titles  (2) Page 1 of 14 pages

(3) Property Identifier(s) Block Property  
00281 0095 Additional:  
See Schedule

(4) Nature of Document Consent Agreement Registered pursuant to Sections 51(6) and 53(2) of the Planning Act, R.S.O. 1990.

(5) Consideration

—nil—

Dollars \$

(6) Description

In the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford, being composed of Part of Lots 6, 8, 10 and 11, Block G, Registered Plan 104, more particularly described as Part 1 on Reference Plan 41R-8380.

New Property Identifiers

Additional:  
See  
Schedule



Executions

Additional:  
See  
Schedule



(7) This Document Contains:

(a) Redescription  
New Easement  
Plan/Sketch

(b) Schedule for:  
Description

Additional  
Parties  Other

(8) This Document provides as follows:

See Attached Consent Agreement.

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

Y M D

THE CORPORATION OF THE TOWNSHIP

OF BLANDFORD-BLENHEIM (the "Township")

by its Clerk-Administrator Keith Reibling

*Keith Reibling*

2009 07 03

(11) Address for Service

47 Wilmot Street South, DRUMBO, Ontario. N0J 1G0

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

Y M D

MORDUE, H. Douglas

MORDUE, Norma

(13) Address for Service

51 Wilmot Street South, DRUMBO, Ontario. N0J 1G0

(14) Municipal Address of Property

55 Wilmot Street South  
Drumbo, Ontario.  
N0J 1G0

(15) Document Prepared by:

Keith Reibling,  
Clerk-Administrator,  
Township of Blandford-  
Blenheim,  
47 Wilmot Street South,  
Drumbo, Ontario. N0J 1G0

Fees and Tax

Registration Fee	60.00
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Total	60.00
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FOR OFFICE USE ONLY

**CONSENT AGREEMENT**

**MORDUE SEVERANCE**

**PART OF LOTS 6, 8, 10 and 11, BLOCK G, REGISTERED PLAN 104**

**TOWNSHIP OF BLANDFORD-BLENHEIM  
(FORMERLY TOWNSHIP OF BLENHEIM)**

THIS AGREEMENT made on the 2nd day of **July, 2009.**

BETWEEN:

H. DOUGLAS & NORMA MORDUE  
Hereinafter called the "Owner"  
OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM  
Hereinafter called the "Township"  
OF THE SECOND PART.

WHEREAS the Owner represents that he is the registered owner of those lands and premises in the Township of Blandford-Blenheim described in Schedule "A" attached hereto and hereafter called the Said Lands;

AND WHEREAS the Owner has applied to the County of Oxford Land Division Committee for the approval of a consent to sever with respect to the said lands that will create one new building lot along the west side of Wilmot Street South, in the Village of Drumbo, to be municipally known at 55 Wilmot Street South, hereinafter called the new building lot;

AND WHEREAS the County of Oxford Land Division Committee (Application Number B-11/09) has granted the severance subject to conditions being fulfilled to the Township's satisfaction as per their decision dated June 4, 2009, a copy of which is attached hereto as Schedule B;

AND WHEREAS the Township may enter into one or more agreements with an Owner as a condition to the granting of a severance in accordance with Section 53 of the Planning Act, and amendments thereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is acknowledged), the Owner and Township hereby covenant, promise and agree with each other as follows:

1. GENERAL

1.1 Deposit

The Owner shall deposit the sum of One Thousand Dollars (\$1,000) in the form of cash or certified cheque with the Township as soon as he wishes negotiations to attend to this agreement, the services and lot construction to commence. This deposit shall be used as a security for expenses of the Township. The Owner shall provide additional sums as necessary with the Township as the work continues and as accounts are paid, and if this security is drawn on, to ensure that a minimum deposit of One Thousand Dollars (\$1,000) is always on hand with the Township until this agreement is released. This deposit when released shall be payable to the owner of the new building lot created. The deposit may be reduced prior to being released in accordance with other sections of this agreement.

**1.2 All work to conform to approved plan**

The Owner agrees to undertake all development and construction of all structures and services in accordance with the approved plan hereto attached, required by, and in accordance with the sections of, this agreement. All approved plans are to be initialed by the Township Engineer.

**1.3 Construction Within Road Right-of-Way**

Work done within the road right-of-way by either the owner or lot purchaser shall be done to the County's and Township's satisfaction.

**1.4 Owner to notify lot purchaser of his obligations**

The Owner agrees to notify the lot purchaser of his obligations of construction re: the new building lot in accordance with the approved plan. The Owner agrees to provide free of charge to any lot purchaser a copy of this agreement as registered, a copy of the approved plan, a notice that this agreement is registered against the lot acquired, and a written notice that the lot purchaser is required to comply with all applicable sections of this agreement.

**1.5 Owner to employ Engineer for design**

The Owner or Lot Purchaser shall employ a competent engineer registered by the Professional Engineers of Ontario to prepare an approved plan for the lot showing the grading and drainage, the driveway and boulevard work. This shall be done in conjunction with the Township Engineer preparing the agreement.

The Owner or Lot Purchaser may retain the Township Engineer to undertake the above or he may retain another qualified Professional Engineer in which case the Township Engineer shall review the approved plan, specifications, work, etc. of this Engineer.

**1.6 Other Work**

If at any time during the construction for the new building lot it should become evident that other work is necessary to provide adequately any of the required services, the Owner shall construct, install or perform such additional works at the request of the Township.

**1.7 Liability**

Until the Council of the Township shall have accepted all the work with respect to the new building lot, as evidenced by the Engineer's Certificate of Lot Grading of Section 17, the Owner and/or the Lot Purchaser of the new lot agree to indemnify and save harmless the Township against all actions, causes of action, suits, claims, and demands whatsoever which may arise either directly or indirectly by reason of the Owner or Lot Purchaser undertaking this development, or from any part or omission by the Owner or Lot Purchaser, his agents, servants or contractors in the performance of any matter or thing in this Agreement.

**1.8 Intent**

Each of the parties agrees to do all acts, within its power, necessary or proper to be done by it to carry out the intention of this Agreement which is to secure a development of good quality and free from drainage and other functional problems.

**2. DRAINAGE ACT MATTERS**

**2.1 Drumbo Drainage Works 1993**

- a) In accordance with Page 34 of the Drainage Report, since a connection to the drain from the lot to be serviced herein was provided, the Owner shall be assessed a lump sum special benefit assessment of \$500. This amount shall be applied against the costs of construction of the service as being borne by the County of Oxford and/or Township.

- b) Also and pursuant to Page 35 of the Drainage Report, the owner shall pay the lump sum of \$2,000 prior to issuance of the building permit. As per Section 66(3) of the Act, this sum is to be placed in a special fund to be used by the Township for future maintenance of the drain.
  - c) With respect to future maintenance provisions, the Owner is to be assessed an equal portion for maintenance similar to adjacent lots as outlined on Page 35 of the Drainage Report.
- 2.2 Advising Lot Purchasers of Obligations Relating to the Drainage Act  
The Owner agrees to notify the lot purchaser of their obligations with respect to any existing or future Engineer's Reports pursuant to the Drainage Act.

### 3. OTHER DRAINAGE MATTERS

#### 3.1 Grading of Lot (To Provide Proper Drainage)

The Owner agrees to grade the new building lot as shown on the approved plan, and/or to notify the lot purchaser of their obligations in implementing, or permitting by others in case of default, the grading on the lot as per the approved plan.

#### 3.2 Private Drain Connection

The Owner agrees to notify the lot purchaser of its obligation to construct any private drain connection, additional catchbasin, back water valve, and sump pump as outlined in Schedule 'C.1' hereto.

### 4. DRIVEWAY

#### 4.1 General

The Owner agrees to notify the lot purchaser of his obligation to construct a driveway from the travelled portion of the road to the front line of the lot. The driveway shall initially consist of granular and shall ultimately be finished using a hard surfacing material, either asphalt, concrete or paving blocks.

#### 4.2 Permits

The Owner shall advise each lot purchaser that it is his responsibility to obtain any required permit for driveway construction from the affected road authority and pay the required fee.

#### 4.3 Specifications

The driveway shall be constructed in accordance with the requirements of Schedule "C.2".

### 5. HYDRO, TELEPHONE, GAS, TV CABLE SERVICES

#### 5.1 General

The Owner will arrange and pay for the main lines of these services within the road allowances to be extended if required, to service the new lot. Connections from the main lines of the services into the lot will be the responsibility of the lot purchaser.

### 6. STREET LIGHTING

#### 6.1 Paying into Reserve Account

The Owner agrees to pay the sum of One Hundred Dollars (\$100.) to the Township which sum shall be deposited in the Township's Reserve Account for Street Lighting. This sum shall be payable prior to the stamping of the deed.

Consent Agreement  
H. Douglas & Norma Mordue Severance

## 7. SIDEWALKS

### 7.1 Paying into Sidewalk Reserve Account

The Owner agrees to pay the sum of Five Hundred Dollars (\$500.) to the Township, which sum is to be deposited into the Township's Reserve Account for Sidewalk Extensions, Improvements and Maintenance. This sum shall be payable prior to the deed being stamped.

## 8. PARKLAND FEES

The Owner agrees to pay a sum of Seven Hundred Dollars (\$700.) as a deposit for cash in lieu of parklands which sum is to be placed into the Township's Reserve Account for Parks and Recreation. This sum shall be payable prior to the stamping of the deed.

## 9. RESPONSIBILITY FOR DAMAGE TO EXISTING ROADS

The County may hold the Owner or lot purchaser liable for any damages to the existing roads that occurs as a result of construction pursuant to this agreement. For purposes of this section, the road shall consist of the surface, any base, any curb, any utility, any sign and any other works in the boulevards.

## 10. BOULEVARDS

Upon completion of all work on the lot and in the road allowances, to a degree as required by the County, the affected boulevard areas shall be regraded, topsoiled and sodded.

## 11. WATER SUPPLY

### a) Connection Charges

The Owner is currently identified in County of Oxford, By-law No. 3970-2000, Schedule "B" as property code 2-50-16501-01, Wilmot Street South, now identified as 55 Wilmot Street South and is therefore paying the appropriate water service charge for a vacant serviced lot. The existing service on this property is outlined in Schedule "A" as property code 2-50-16501-00, 55 Wilmot Street South. This property has been assigned a new property number, being 51 Wilmot Street South.

### b) Inspection of Work Beyond the Road

Prior to backfilling any house connection to a water line, the Owner or Lot Purchaser shall ensure that the connection at the street line is inspected by the appropriate authority and that a reference to fixed points has been made.

### c) User Fees

The Owner shall notify the Lot Purchaser that they will be responsible to pay the current annual water system fees under Schedule "A" of County of Oxford By-law No. 4667-2006, and amendments thereto. The flat rate fees outlined in Schedule "A", shall be charged prorata, ninety (90) days after the issuance of a building permit. The Owner shall also notify the Lot Purchaser that the current user fees are under review and subject to change.

### d) Water Development Charges

In accordance with the Schedule of Drumbo Water and Wastewater "Area-Specific Development Charges", By-law No. 4444-2004, and amendments thereto, the Owner shall pay to the Township (due to the County of Oxford) the sum of \$1,970.00 prior to receiving a building permit.

Consent Agreement  
H. Douglas & Norma Mordue Severance

## 12. SEWAGE DISPOSAL

### a) Connection Charges

The Owner is currently identified in County of Oxford, By-law No. 3970-2000, Schedule "B" as property code 250-16501-01, Wilmot Street South, now identified as 55 Wilmot Street South and is therefore paying the appropriate sanitary sewer service charge for a vacant serviced lot. The existing service on this property is outlined in Schedule "A" as property code 250-16501-00, 55 Wilmot Street South. This property has been assigned a new property number, being 51 Wilmot Street South.

### b) Inspection of Work Beyond the Road

Prior to backfilling any house connection to a sewage line, the Owner or Lot Purchaser shall ensure that the connection at the street line is inspected by the appropriate authority and that a reference to fixed points has been made.

### c) User Fees

The Owner shall notify the Lot Purchaser that they will be responsible to pay the current annual sewage system fees under Schedule "A" of County of Oxford By-law No. 4667-2006, and amendments thereto. The flat rate fees outlined in Schedule "A", shall be charged prorata, ninety (90) days after the issuance of a building permit. The Owner shall also notify the Lot Purchaser that the current user fees are under review and subject to change.

### d) Sewer Development Charges

In accordance with the Schedule of Drumbo Water and Wastewater "Area-Specific Development Charges", By-law No. 4444-2004, and amendments thereto, the Owner shall pay to the Township (due to the County of Oxford) the sum of \$4,970.00 prior to receiving a building permit.

## 13. CONSTRUCTION ON THE LOT

### 13.1 Work to be in Accordance with Approved Plan

All work on any new building lot created must be in accordance with the approved plan as defined in Section 1.2.

### 13.2 Lot Purchaser's Obligation to Prepare Site Plan

The Owner agrees to prepare or to advise the lot purchaser of its obligation to prepare a site specific plan showing how the approved plan will be implemented on the lot. The site specific plan shall show top of foundation wall elevation. The site specific plan shall be prepared by someone customarily involved and experienced in such work. The Township Engineer may be retained to prepare the Site Specific Plan. The lot purchaser is responsible for implementing the site specific plan once approved.

### 13.3 Approval of Revised Approved Plan Prior to Issuance of Building Permits

The revised plan required by Section 13.2 hereabove shall be approved by the Township Engineer prior to the issuance of a building permit.

### 13.4 Deposits, Certificate of Lot Grading

These matters shall be attended to in accordance with Section 17 hereto.

### 13.5 Timing

Acceptable lot grading must be in place on the lot within one year of occupancy of the dwelling on the lot.

### 13.6 Changes

All work on the lot is to be in accordance with the approved plan for the property subject only to such changes as are approved by the Township in writing.

### 13.7 Ultimate Responsibility

All security monies provided by the Owner or the lot purchaser pursuant to Sections 1.1 and 17.1 will only be released when satisfactory lot grading and construction on, and boulevard work for, exists re the new building lot. The Owner shall notify the lot

**Consent Agreement**

H. Douglas &amp; Norma Mordue Severance

purchaser that the Township will have the right to enter onto the lot and to complete satisfactory lot grading if necessary. When satisfactory lot grading, construction and boulevard work including the driveway exists on or by the new building lot, these securities will be released to the current owners of the building lot.

**14. TOWNSHIP'S LEGAL AND ENGINEERING SERVICES**

**14.1 Review of Plans, Assistance in Finalizing the Consent Agreement**

The Township Solicitor and Engineer may be directed by the Township to assist in the preparation and/or approval of plans and specifications, to participate in any reviews, meetings, negotiations and/or servicings to finalize this Consent Agreement and to participate in, review and/or approve any construction.

**14.2 Inspection of Construction by Township Engineer**

Where directed by the Township, the Township Engineer shall inspect the installation and construction of the works (public services and work on the lot) from time to time. If the Township Engineer is not satisfied that such installation or construction is being done in accordance with the approved plan or in accordance with good engineering practice, he shall advise the Owner and/or the affected lot purchaser, plus the Township. The Township may deem that the work, if being done by others, is not proceeding in a proper manner and may stop the work and require that another Contractor be placed on the job to complete such and the costs involved shall be paid by the Owner and/or lot purchaser forthwith upon demand by the Township.

**14.3 Township Legal and Engineer's Costs**

The Owner hereby agrees to reimburse the Township for all reasonable engineering and legal costs incurred by the said Township for the preparation and supervision and enforcement of this agreement and any plans or specifications required by it, if in excess of any deposit, such payment to be made within 30 days of the delivery of demand from the Township to the Owner. The cost payable by the Owner hereunder shall not include any costs payable by any lot purchaser under Section 17 hereof. All outstanding accounts of the Township, at the time, shall be paid prior to the stamping of the deed and prior to the execution of the agreement.

**14.4 Township Engineer's Involvement with Lot Grading and Driveway Review on Behalf of the Lot Purchaser**

These services of the Township Engineer will be separate from the above and are covered in Section 17 hereto.

**15. MATTERS TO BE ATTENDED TO PRIOR TO STAMPING OF THE DEED**

Prior to the Township's stamping of the deed for the new building lot created, the Owner shall if applicable:

1. Have paid the sum for the Drainage Connection, Special Benefit Assessment as required by Section 2.1(a).
2. Have paid the sum for street lighting as required by Section 6.
3. Have paid the sum for sidewalks as required by Section 7.
4. Have paid the sum for parkland fees as required by Section 8.
5. Have paid all outstanding accounts of the Township, including those required by Section 14.3.
6. Have made arrangements satisfactory to the Township to have this agreement registered against the new building lot as required by Section 19.
7. Have executed this agreement with the Township.

## 16. BUILDING PERMITS

### 16.1 Building Permit Format

Prior to applying for a building permit, the revised plan as required by Section 13.2 must be approved. A building permit format shall be used whereby the Owner shall not receive permission to frame until the foundation has been certified. The Owner shall have the completed foundation reviewed and certified by an Ontario Land Surveyor or a Professional Engineer and shall show such certification to the Township.

### 16.2 Development Charges

All development charges as applicable at the time must be paid prior to the issuance of a building permit.

### 16.3 Other Matters to be Attended to Prior to Issuance of a Building Permit

- a) Provide security deposit for lot grading and driveway construction.
- b) Provide a deposit of \$3,500. to ensure the completion of the Storm sewer connection and rear yard catchbasin.
- c) All fees, deposits, etc. required for Township's existing and future costs must be attended to.
- d) Obtain the entrance permit from the applicable authority.

## 17. SECURITY DEPOSITS FOR LOT GRADING AND DRIVEWAYS

### 17.1 Amount of Security

To ensure that the Owner, lot purchaser or his successor constructs acceptable lot grading, boulevard and driveway work, the Township will require a security of \$2,500, cash or certified cheque, prior to issuance of a building permit. This deposit shall be returned, as also specified below, to the lot owner at the time, without interest and less the costs of the Township Engineer's involvement with site plans, site reviews and any foundation certification works, and upon the Township Engineer's certification of lot grading and driveway construction and shall only be returned if any damages to existing services such as the Roads are attended to and if all other matters required by this agreement are attended to.

### 17.2 Owner of Security

The security deposit shall be deemed to be that of the current owner of the lot regardless of who filed the deposit. Any work required will be deemed to be the responsibility of the current lot owner.

### 17.3 Security to be Drawn on if Default

If there is any default in attending to repair of damages, to construction of driveways, to finishing of boulevards or to work on the lot, the Township, to the extent necessary, may use any part of or all of the deposit to attend to such.

### 17.4 Township Engineer's Costs

Based on a one time review of the final lot grading, the estimated cost of the Township Engineer will be \$350.00. Multiple trips or revisions to the plan may increase these fees.

### 17.5 Release of Security

The scheduling of the release of the \$2,500 security shall be as follows: Firstly, \$1,500 is to be released upon completion of acceptable lot grading including construction of the private drain connection and subject to any damages to the road and boulevard areas to that point being repaired and less the Engineer's costs. Secondly the balance, \$1,000, is to be released upon completion of the driveway, including the curb cut and boulevard work adjacent to the driveway and subject to repairs being made and less the final Engineering costs. Completion certificates will be issued at each release of funds.

Consent Agreement  
H. Douglas & Norma Mordue Severance

**17.6 Completion of Lot Grading**

All lot grading and boulevard work is to be attended to within one (1) year of occupancy of the lot. If the work is not attended to by this time the Township may itself or authorize others, enter upon the lot and complete the lot grading at the expense of the security deposit.

**17.7 Definition**

For the purposes of this agreement, lot grading shall be deemed to be acceptable when the grading (including topsoil) has been completed to the elevations shown on the approved plan, sod has been placed or there is an established growth from seeding.

**18. DEFAULT**

In addition to any other remedy which the Township may have against the Owner or Lot Purchaser, who for purposes of this section are both referred to as the "Owner", for breach of this Agreement, the Township, at its option and after first notifying the Owner, may:

- a) Enter onto the lands and complete any work in respect of which there has been default and collect the cost of doing so from the Owner;
- b) Make any payment which ought to have been made by the Owner and collect the amount thereof from the Owner;
- c) Do any other thing required of the Owner by this agreement and collect the cost of so doing from the Owner;
- d) Apply any deposit in the Township's possession;
- e) Refuse to issue any further building permits;
- f) In the event of default by the Owner and the Township being required to perform any of the services herein mentioned in addition to any other remedy, the Township shall have the right to recover the cost of performing such services or collection of charges due in like manner as municipal taxes under the authority of the Municipal Act 2001, Chapter 25, Section 427(3) and amendments thereto.

**19. REGISTRATION OF THIS AGREEMENT**

- 19.1 The Owner and the Township agree to register or deposit this agreement in the appropriate Registry or Land Titles Office.
- 19.2 It is understood and agreed that after this Agreement has been registered or deposited on title it shall not be released by the Township until all terms and conditions of the agreement have been complied with to the Township's satisfaction. At such time, the Township, upon request, shall issue a Certificate of Compliance certifying compliance with this Agreement to the time of the Certificate.

**20. EASEMENTS, BLOCKS**

None are required.

**21. MISCELLANEOUS**

**21.1 Agreement to Enure**

The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the land and shall be binding upon it and upon its heirs, executors, administrators, successors and assigns as owners and occupiers of the said lands from time to time and shall be appurtenant to the adjoining roadways in the ownership of the Township or County. Notwithstanding the generality of the above, the lot purchaser shall assume the applicable obligations of the Owner as they relate to work on the lot and with respect to finishing of the driveways and boulevards.

## Consent Agreement

H. Douglas &amp; Norma Mordue Severance

**21.2 Variations**

All work is to be in accordance with the approved plans and in accordance with the site plans to be prepared for the lot subject only to such changes as are approved by the Township in writing. Further, the Township reserves the right to waive or rescind any term or condition contained in this agreement provided that such condition is waived or rescinded by resolution of Council.

**22. ESTOPPEL**

The Owner agrees to not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Township to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceedings.

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal and the Township has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk on the day first written above.

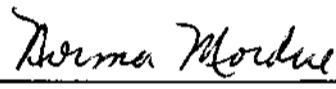
SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

OWNER



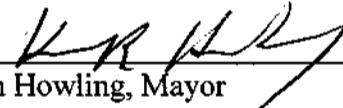
Per: H. Douglas Mordue

  
\_\_\_\_\_  
Witness



\_\_\_\_\_  
Per: Norma Mordue

THE CORPORATION OF THE TOWNSHIP  
OF BLANDFORD-BLENHEIM



\_\_\_\_\_  
Kenn Howling, Mayor



\_\_\_\_\_  
Keith Reibling, Clerk-Administrator



SCHEDULE "A"

Agreement Dated the **2nd** day of July, 2009.

ALL AND SINGULAR that certain parcel of tract of land and premises situate, lying and being in the Township of Blandford-Blenheim (former Township of Blenheim), in the County of Oxford, being composed of Part of Lots 6, 8, 10 and 11, Block G, Registered Plan 104, and more particularly described as Part One on Reference Plan 41R-8380.

### SCHEDULE "B"

#### CONSENT CONDITIONS

In the case of an Application for Consent as made under Section 53 of the Planning Act, R.S.O. 1990, as amended, as it affects the property located on the:

West side of Wilmot Street South between Pinkham Street and Maitland Street, in the Village of Drumbo - municipally known as 55 Wilmot Street South, Drumbo

Part of Lots 6, 8, 9, 10 and 11, Block G, Registered Plan 104, Township of Blandford-Blenheim, formerly Blenheim.

#### CONDITIONS:

1. *The Owners enter into a standard Severance Agreement with the Township of Blandford-Blenheim, to the satisfaction of the Township. The severance agreement shall include provisions that require the owner to secure a permit from the County for the proposed new driveway, to require removal of the retaining wall to accommodate the proposed driveway and to ensure said private driveway is paved in accordance with the County's standards for private entrances on County roads.*
2. *The County of Oxford Department of Public Works advise the Secretary-Treasurer of the Land Division Committee that all financial requirements of the County of Oxford with respect to the provision of water and sewer services to the subject property have been complied with. This condition can be cleared by payment for the required services or the entering into a Severance Agreement with the area municipality which states that no building permit shall be issued until the payment is made to the County. In order to clear this condition, a copy of the draft Severance Agreement which addresses the above requirements to the satisfaction of the County of Oxford Public Works Department, must be provided to the Public Works Department.*
3. *If required, a road widening to 13.1 m (43 feet) from the centre line of Oxford Road 3 along the frontage of the lot to be severed and the lot to be retained be dedicated to the County of Oxford, free of all costs and encumbrances, to the satisfaction of the County Director of Public Works.*
4. *Drainage assessment re-apportionment be undertaken pursuant to Section 65 of the Drainage Act, R.S.O., 1990, at the applicant's expense, to the satisfaction of the Township of Blandford-Blenheim.*
5. *The Clerk of the Township of Blandford-Blenheim advise the Secretary-Treasurer of the Land Division Committee that all requirements of the Township, financial, services, and otherwise have been complied with.*
6. *All stated conditions must be satisfied pursuant to Subsection 41, of Section 53 of the Planning Act, R.S.O. 1990, as amended, within one year from the date of this Notice of Decision. If all conditions are not met within one year, this Application for Consent shall be deemed to be refused. The required instruments must be presented for clarification pursuant to Subsection 42, of Section 53 of the Planning Act, R.S.O. 1990, as amended, within one year from the date of this Notice of Decision. If the said instruments are not presented and certified within one year, the consent herein shall lapse.*

Dated this 4<sup>th</sup> day of June, 2009.

### SCHEDULE "C"

#### C.1 DRAINAGE

- a) Roof Drainage  
Roof drainage shall discharge onto the surface.
- b) Lot Drainage  
-surface flow  
-to be in accordance with approved plan
- c) Foundation Drainage  
- one of the following alternatives is acceptable
  - i) sump pump, pumped over foundation wall and discharged by gravity to the Private Drain Connection (PDC)
  - ii) weeping tiles connected by gravity to the PDC
- d) Rear Yard Catchbasin  
A new 600 x 600mm concrete catchbasin with a steel grate or a plastic drain basin complete with an appropriate grate shall be installed in the southwest side of the new lot as per the approved plan. The new catchbasin shall be connected to the storm PDC with a 'Y' connection, and by a 17m length of 100mm diameter PVC pipe. The owner shall extend the existing PDC by a 4m length of 100mm θ PVC pipe prior to installing 'Y' connection.  
The Owner or lot purchaser shall provide the Township with an additional deposit of \$3500 to ensure the completion of the Storm sewer installation.
- e) All works described in Section C.1 – Drainage, are required to be completed prior to receiving a final release on the Lot Grading deposit.
- f) If the home owner wishes to remove the existing retaining wall across the entire severed lot he may. The owner shall then grade the lot from the front of the house to the existing edge of sidewalk.

#### C.2 DRIVEWAY

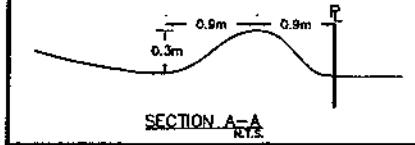
- a) Dimensions  
The minimum width shall be 3.5m and the maximum width shall be 6.0m. The Owner and or Lot Purchaser shall arrange with the County for an entrance to the property by paying the actual contractor cost plus a \$100.00 administrative fee for a curb cut in accordance with the dimensions listed above.
- b) Materials  
250mm minimum of Granular A  
50mm minimum of HL3 asphalt or driveway paving stones, or 150mm of reinforced concrete.
- c) All works described in Section C.2 – Driveway, are required to be completed prior to receiving a final release on the Driveway deposit.
- d) 6m of the existing retaining wall that crosses the proposed driveway shall be removed and the material reused along the north and south edge of the driveway as retaining wall return. (This paragraph d) will not apply if the owner wishes to remove the existing retaining wall as per section C. 1 f.)

#### C.3 BOULEVARD CONSTRUCTION

Boulevard to be topsoiled and sodded.

**LEGEND**

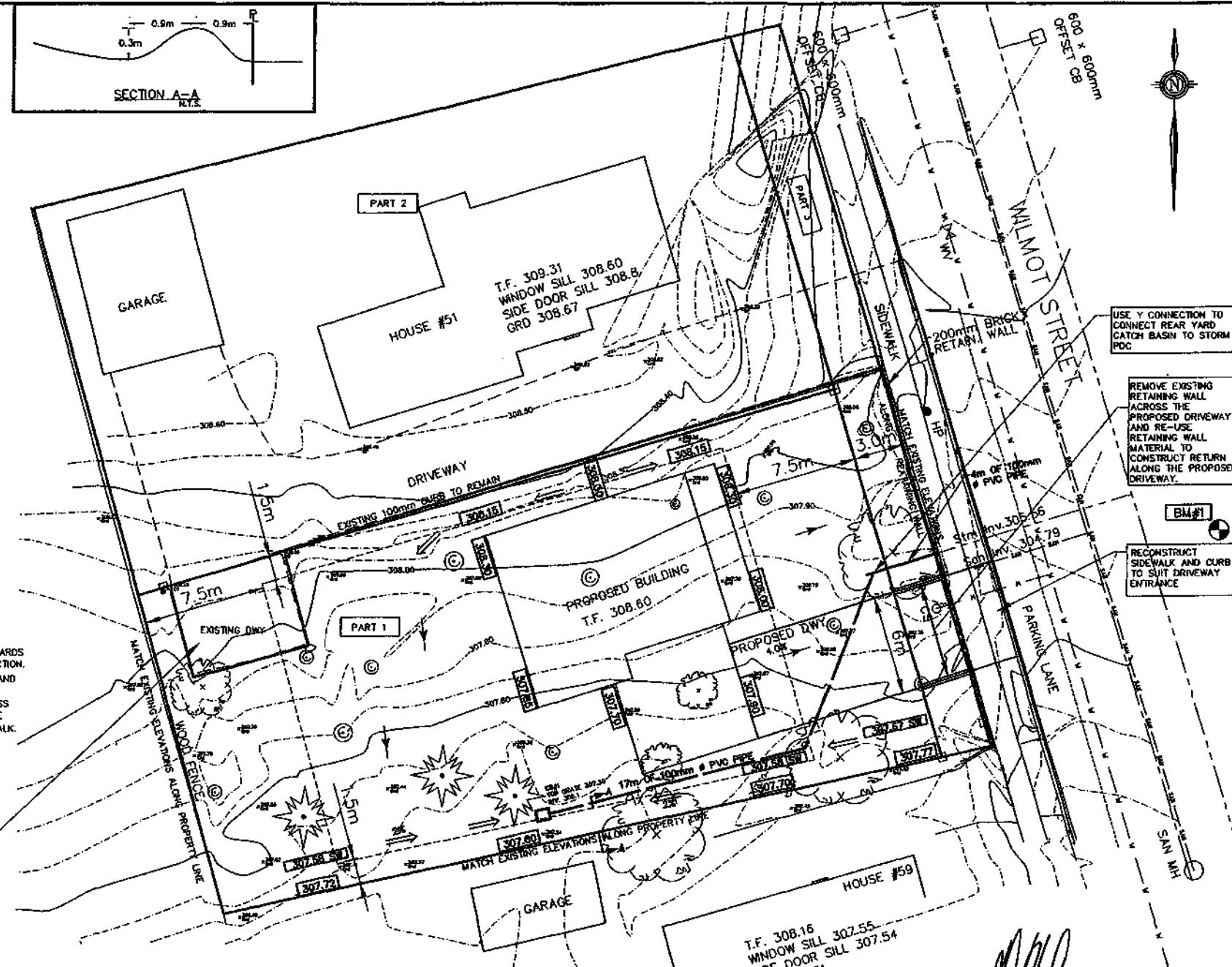
- F.F. DENOTES FINISHED FLOOR  
 T.F. DENOTES TOP OF FOUNDATION  
 × 306.00 EXISTING ELEVATION  
 306.8 EXISTING GROUND CONTOUR ELEVATION  
 246.05 PROPOSED ELEVATION  
 MATCH EST. 308.8 MATCH EXISTING GROUND ELEVATION AT PROPERTY LINE  
 EST = ESTIMATED  
 DIRECTION OF SURFACE FLOW  
 PROPOSED SURFACE SWALE  
 LOCATION OF PUMP DISCHARGE  
 WATER SERVICE  
 SANITARY SEWER SERVICE  
 ZONING LIMIT SETBACKS  
 STUMP

**GENERAL NOTES**

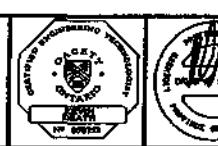
1. THIS IS THE APPROVED PLAN IN ACCORDANCE WITH THE AGREEMENT. IT MAY BE CONSIDERED THE SITE SPECIFIC PLAN AS REQUIRED BY THE AGREEMENT PROVIDED THAT THE LOT IS DEVELOPED IN ACCORDANCE WITH THIS PLAN.
2. ELEVATIONS SHOWN ON THIS PLAN FOR FINISHED GRADES SHALL BE MAINTAINED.
3. LOCATION OF HOUSE MAY VARY WITHIN THE LIMITS SET BY THE ZONING BYLAW AND, PROVIDED THAT THE OVERALL DRAINAGE SCHEME IS MAINTAINED.
4. THE OWNER OR LOT PURCHASER SHALL ENSURE THAT ALL SERVICES ARE INSTALLED IN ACCORDANCE TO THE COUNTY AND TOWNSHIP STANDARDS AND, THAT ALL ELEVATION SHALL SUIT THE HOUSE PRIOR TO CONSTRUCTION.
5. LOCATIONS AND ELEVATIONS OF EXISTING SERVICES ARE APPROXIMATE AND NEED TO BE CONFIRMED.
6. IF THE OWNER WISHES TO REMOVE THE EXISTING RETAINING WALL ACROSS THE ENTIRE SEVERED LOT, HE MAY. THE OWNER SHALL THEN GRADE THE LOT FROM THE FRONT OF THE HOUSE TO THE EXISTING EDGE OF SIDEWALK.

BM#1 NAIL IN W/SIDE OF H.P. BETWEEN HSE #56 & #64  
 WILMOT STREET  
 ELEV 307.882

EXISTING DRIVEWAY TO BE REMOVED AND THE AREA TO BE TOPSOILED AND SODDED.  
 THE EXISTING RETAINING WALL AROUND THIS PORTION OF THE DRIVEWAY IS TO BE REMOVED AND PARTS OF THE RETAINING WALL REUSED ALONG THE PROPERTY TO EXTEND THE 100mm CURB TO THE WOOD FENCE.



NO.	REVISION	DATE	DESIGNED BY: K.A.	SCALE
			CHECKED BY: K.A.	1:250
			DRAWN BY: K.M.	Line 0 25m
			CHECKED BY: K.A.	
			FIELD BOOK	

**MORDUE SEVERANCE**

TOWNSHIP OF BLANDFORD-BLENHEIM 55 WILMOT STREET COUNTY OF OXFORD

**SITE PLAN**

K. SMART ASSOCIATES LIMITED  
 CONSULTING ENGINEERS AND PLANNERS  
 KITCHENER SUBURY NEW LISKEARD RAINY RIVER

JOB NUMBER  
 09-251  
 DATE  
 JUNE 30, 2009  
 DRAWING NUMBER  
 1 OF 1

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
**BY-LAW NUMBER 1583-2009**

Being a By-law to amend By-law Number 506-83, as amended, being a By-law to appoint certain municipal officials.

**WHEREAS** Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that the power to a municipality shall be interpreted broadly so as to confer broad authority on the municipality to govern its affairs as it considers appropriate.

**AND WHEREAS** Section 228. (2) of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that a municipality may appoint a Deputy Clerk who has all the powers and duties of the Clerk under this and any other Act.

**AND WHEREAS** Section 286. (1) of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that a municipality shall appoint a treasurer who is responsible for handling all of the financial affairs of the municipality on behalf of and in the manner directed by the Council of the municipality.

**AND WHEREAS** Mary Ellen Weatherhead submitted her resignation as Treasurer/Collector and Deputy Clerk effective June 12th, 2009.

**AND WHEREAS** Mary Ellen Weatherhead reconsidered her decision on June 16, 2009 to continue her employment at Norfolk County and requested members of Council to accept her application for the Township position and obtain an interview with the Committee on June 17, 2009.

**AND WHEREAS** the Interview Committee (being the majority of Council) agreed to offer Mary Ellen Weatherhead her previous position being the Treasurer/Collector and Deputy Clerk for the municipality with duties to commence on June 18th, 2007, with the Offer of Employment and by-law enactment to be considered at a subsequent meeting.

**AND WHEREAS** the Offer of Employment was considered and accepted at the July 2, 2009, meeting of Council therefore the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it adviseable to further amend By-law Number 506-83, as amended, to reflect the reappointment of personnel with the municipality.

**NOW THEREFORE** the Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

By-law Number **1583-2009** Cont'd.:

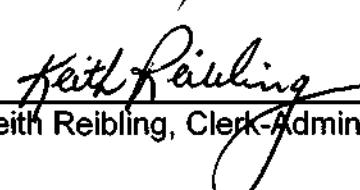
1. That Section 3 of By-law Number 506-83, as amended, is hereby deleted and the following section substituted.
  - 1.1 "Section 3" That Mary Ellen Weatherhead is hereby reappointed as the Treasurer/Collector and Deputy Clerk for the municipality.
2. The responsibilities and duties of the Treasurer, Tax Collector and Deputy Clerk are set forth in the Township's Role Description dated May 5th, 2004.
3. That Section 2.1 of By-law Number 1135-97, enacted the 5th day of February, 1997, and By-law Number 1532-2007, enacted the 6th day of June, 2007, are hereby repealed.
4. The provisions of this By-law shall take full force and effect on June 18, 2009.

By-law **READ a FIRST** and **SECOND** time this 2nd day of July, 2009.

By-law **READ a THIRD** time and **ENACTED** in Open Council this 2nd day of July, 2009.

  
\_\_\_\_\_  
Kenn R. Howling, Mayor

(SEAL)

  
\_\_\_\_\_  
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1584-2009

**PRINCETON DRAIN 1971, BRANCH F**

Being a By-law to amend the assessment schedules based on actual costs incurred for constructing the Princeton Drain 1971, Branch F.

**WHEREAS** By-law Number 1578-2009 enacted the 2<sup>nd</sup> day of July, 2009, provided for the construction of the Princeton Drain 1971, Branch F, based on the estimates contained in a drainage report dated April 20, 2009, as submitted by John Kuntze, P.Eng., from the firm of K. Smart & Associates Ltd.

The Drainage Works were completed as per the Engineer's Report, and the total actual costs to construct the Drainage Works was \$8,000.00, the same amount as the Engineer's Estimate. The works (Branch F constructed to connect to Branch A of the Main Drain) were installed by Princeton Holdings Limited when the new parking lot at the Frank Cowan Company administration office was built. The Engineering Cost was \$4,000.00 and the works to be incorporated were valued at \$4,000.00 for a total drain cost of \$8,000.00.

The Drainage Act, R.S.O. 1990, Section 62 and amendments thereto, empowers Council to amend assessment schedules to provide proper contributions towards the drainage works based on actual costs on a pro-rata basis according to the assessments in the original estimate.

**SCHEDULE "A"**

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED	TOTAL ACTUAL COSTS
Special Benefit Assessment	– Princeton Holdings Limited	<u>\$8,000.00</u>	<u>\$8,000.00</u>
<b>TOTAL ASSESSMENT – TOWNSHIP OF BLANDFORD-BLENHEIM</b>		<b><u>\$8,000.00</u></b>	<b><u>\$8,000.00</u></b>

By-law READ a FIRST and SECOND time this 5<sup>th</sup> day of August, 2009.

By-law READ a THIRD time and ENACTED in Open Council this 5<sup>th</sup> day of  
August, 2009.

  
Keith R. Howling, Mayor

(SEAL)

  
Keith Reibling, Clerk Administrator

**THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM**  
**BY-LAW NUMBER 1585-2009**

Being a By-law to establish development charges for the Corporation of the Township of Blandford-Blenheim.

**WHEREAS** Subsection 2(1) of the *Development Charges Act*, 1997, c. 27 (hereinafter called "the Act") provides that the Council of a municipality may pass by-laws for the imposition of development charges against land for increased capital costs required because of the need for services arising from development in the area to which the by-law applies;

**AND WHEREAS** the Council of The Corporation of the Township of Blandford-Blenheim ("Township of Blandford-Blenheim") has given Notice in accordance with Section 12 of the Act, of its intention to pass a by-law under Section 2 of the said Act;

**AND WHEREAS** the Council of the Township of Blandford-Blenheim has heard all persons who applied to be heard no matter whether in objection to, or in support of, the development charge proposal at a public meeting held on May 6, 2009;

**AND WHEREAS** the Council of the Township of Blandford-Blenheim had before it a report entitled Development Charge Background Study dated April, 2009 prepared by Hemson Consulting Ltd. wherein it is indicated that the development of any land within the Township of Blandford-Blenheim will increase the need for services as defined herein;

**NOW THEREFORE** the Council of the Township of Blandford-Blenheim enacts as follows:

**DEFINITIONS**

1. In this by-law,
  - (1) "Act" means the *Development Charges Act*, 1997, S.O. 1997, c. 27, as amended;
  - (2) "Administration Service" means any and all studies carried out by the municipality which are with respect to eligible services for which a development charge by-law may be imposed under the Act;
  - (3) "Affordable housing" means dwelling units and incidental facilities, primarily for persons of low and moderate income, that meet the requirements of any program for such purpose as administered by any agency of the Federal or Provincial government, the County of Oxford and/or the Municipality and for which an agreement has been entered into with the County of Oxford with respect to the provision of such dwelling units and facilities;

By-law Number **1585-2009** Cont'd.:

- (4) "Agricultural use" means a bona fide farming operation;
- (5) "Apartment dwelling" means any dwelling unit within a building containing more than four (4) dwelling units where the units are connected by an interior corridor;
- (6) "Bedroom" means a habitable room larger than seven square metres (75 square feet), including a den, study, or other similar area, but does not include a living room, dining room or kitchen;
- (7) "Board of education" means a board as defined in the *Education Act*, 1990, R.S.O. 1990, Chap. E.2, Section 1(1), as amended;
- (8) "Building Code Act" means the *Building Code Act*, 1992, S.O. 1992, c. 23, as amended;
- (9) "Capital cost" means costs incurred or proposed to be incurred by the municipality or a local board thereof directly or by others on behalf of, and as authorized by, the municipality or local board,
  - (a) to acquire land or an interest in land, including a leasehold interest;
  - (b) to improve land;
  - (c) to acquire, lease, construct or improve buildings and structures;
  - (d) to acquire, lease, construct or improve facilities including,
    - (i) rolling stock with an estimated useful life of seven years or more,
    - (ii) furniture and equipment, other than computer equipment, and
    - (iii) materials acquired for circulation, reference or information purposes by a library board as defined in the *Public Libraries Act*, R.S.O. 1990, c. P.44, as amended; and
  - (e) to undertake studies in connection with any of the matters referred to in clauses (a) to (d);
  - (f) to complete the development charge background study under Section 10 of the Act;
  - (g) interest on money borrowed to pay for costs in (a) to (d); required for provision of services designated in this by-law within or outside the municipality.

By-law Number **1585-2009** Cont'd.:

- (10) "Council" means the Council of The Corporation of the Township of Blandford-Blenheim.
- (11) "Development" means any activity or proposed activity in respect of land that requires one or more of the actions referred to in section 6 of this by-law and including the redevelopment of land or the redevelopment, expansion, extension or alteration of a use, building or structure except interior alterations to an existing building or structure which do not change or intensify the use of land;
- (12) "Development charge" means a charge imposed pursuant to this By-law;
- (13) "Dwelling" or "Dwelling unit" means any part of a building or structure with a room or suite of rooms used, or designed or intended for use by, one person or persons living together, in which sanitary facilities are provided for the exclusive use of such person or persons and in which a separate kitchen may or may not be provided;
- (14) "Farm building" means a building or structure actually used as part of or in connection with a bona fide farming operation and includes barns, silos and other buildings or structures ancillary to a bona fide farming operation, but excluding a residential use;
- (15) "Grade" means the average level of finished ground adjoining a building or structure at all exterior walls;
- (16) "Gross floor area" means the aggregate of the horizontal areas of each floor whether any such floor is above or below grade, measured between the exterior faces of the exterior walls of the building or structure at the level of each floor excluding any part of the building or structure which is used for the storage or parking of motor vehicles;
- (17) "Local board" means a public library board, local board of health, or any other board, commission, committee or body or local authority established or exercising any power or authority under any general or special Act with respect to any of the affairs or purposes of the municipality or any part or parts thereof;
- (18) "Local services" means those services or facilities which are under the jurisdiction of the municipality and are related to a plan of subdivision or within the area to which the plan relates, required as a condition of approval under s.51 of the *Planning Act*, or as a condition of approval under s.53 of the *Planning Act*;
- (19) "Multiple dwelling" means all dwellings other than single detached dwellings, semi-detached dwellings, and apartment dwellings;

By-law Number 1585-2009 Cont'd.:

- (20) "Municipality" means The Corporation of the Township of Blandford-Blenheim;
- (21) "Non-residential uses" means a building or structure used for other than a residential use;
- (22) "Official plan" means the Official Plan of the County of Oxford and any amendments thereto;
- (23) "Owner" means the owner of land or a person who has made application for an approval for the development of land upon which a development charge is imposed;
- (24) "Planning Act" means the *Planning Act, 1990*, R.S.O. 1990, c.P.13, as amended;
- (25) "Regulation" means any regulation made pursuant to the Act;
- (26) "Residential uses" means lands, buildings or structures or portions thereof used, or designed or intended for use as a home or residence of one or more individuals, and shall include a single detached dwelling, a semi-detached dwelling, a multiple dwelling, an apartment dwelling, and the residential portion of a mixed-use building or structure.
- (27) "Semi-detached dwelling" means a building divided vertically into two dwelling units each of which has a separate entrance and access to grade;
- (28) "Services" means services set out in Schedule "A" to this By-law;
- (29) "Single detached dwelling" means a completely detached building containing only one dwelling unit;
- (30) "Temporary building or structure" means a building or structure constructed or erected or placed on land for a continuous period not exceeding twelve months, or an addition or alteration to a building or structure that has the effect of increasing the total floor area thereof for a continuous period not exceeding twelve months;
- (31) "Total floor area" means, the sum total of the total areas of all floors in a building or structure whether at above or below grade measured between the exterior faces of the exterior walls of the building or structure or from the centre line of a common wall separating two uses or from the outside edge of a floor where the outside edge of the floor does not meet an exterior or common wall, and;
  - (a) includes the floor area of a mezzanine atrium or air supported structure, and the space occupied by interior wall partitions;

By-law Number **1585-2009** Cont'd.:

- (b) where a building or structure does not have any walls, the total floor area of the building or structure shall be the total of the area of all floors including the ground floor that are directly beneath the roof of the building or structure.

**CALCULATION OF DEVELOPMENT CHARGES**

2. (1) Subject to the provisions of this By-law, development charges against land shall be imposed, calculated and collected in accordance with the base rates set out in Schedule "B", which relate to the services set out in Schedule "A".
- (2) The development charge with respect to the use of any land, buildings or structures shall be calculated as follows:
  - (a) in the case of residential development or redevelopment, or a residential portion of a mixed-use development or redevelopment, the sum of the product of the number of dwelling units of each type multiplied by the corresponding total amount for such dwelling unit type, as set out in Schedule "B";
  - (3) Council hereby determines that the development or redevelopment of land, buildings or structures for residential uses will require the provision, enlargement or expansion of the services referenced in Schedule "A".

**PHASE-IN OF DEVELOPMENT CHARGES**

3. The development charges imposed pursuant to this by-law are not being phased-in and are payable in full, subject to the exemptions herein, from the effective date of this by-law.

**APPLICABLE LANDS**

4. (1) Subject to Sections 5 and 6, this by-law applies to all lands in the municipality, whether or not the land or use is exempt from taxation under Section 3 of the Assessment Act, R.S.O. 1990, Chap. A.31, as amended.
- (2) This by-law shall not apply to land that is owned by and used for the purposes of:
  - (a) a board of education;
  - (b) any municipality or local board thereof;
  - (c) place of worship exempt under Section 3 of the Assessment Act;
  - (d) a public hospital under the *Public Hospitals Act*.
- (3) This by-law shall not apply to:
  - (a) non-residential uses as defined herein;
  - (b) farm buildings as defined herein;
  - (c) temporary buildings or structures as defined herein;
  - (d) affordable housing as defined herein.

By-law Number 1585-2009 Cont'd.:

**RULES WITH RESPECT TO EXEMPTIONS FOR INTENSIFICATION OF EXISTING HOUSING**

5. (1) Notwithstanding Section 4 above, no development charge shall be imposed with respect to developments or portions of developments as follows:
  - (a) the enlargement of an existing residential dwelling unit;
  - (b) the creation of one or two additional residential dwelling units in an existing single detached dwelling where the total gross floor area of each additional unit does not exceed the gross floor area of the existing dwelling unit;
  - (c) the creation of one additional dwelling unit in a semi-detached or row dwelling and any other existing residential building provided the gross floor area of the additional unit does not exceed the smallest existing dwelling unit already in the building.
- (2) Notwithstanding subsection 5(1)(b), development charges shall be calculated and collected in accordance with Schedule "B" where the total residential gross floor area of the additional one or two dwelling units is greater than the total gross floor area of the existing single detached dwelling unit.
- (3) Notwithstanding subsection 5(1)(c), development charges shall be calculated and collected in accordance with Schedule "B" where the additional dwelling unit has a residential gross floor area greater than,
  - (a) in the case of semi-detached house or multiple dwelling, the gross floor area of the existing dwelling unit, and
  - (b) in the case of any other residential building, the residential gross floor area of the smallest existing dwelling unit.

**DEVELOPMENT CHARGES IMPOSED**

6. (1) Subject to subsection (2), development charges shall be calculated and collected in accordance with the provisions of this by-law and be imposed on land to be developed for residential uses, where, the development requires,
  - (a) the passing of a zoning by-law or an amendment thereto under Section 34 of the *Planning Act*;
  - (b) the approval of a minor variance under Section 45 of the *Planning Act*;
  - (c) a conveyance of land to which a by-law passed under subsection 50(7) of the *Planning Act*;
  - (d) the approval of a plan of subdivision under Section 51 of the *Planning Act*;

By-law Number 1585-2009 Cont'd.:

- (e) a consent under Section 53 of the *Planning Act*;
  - (f) the approval of a description under Section 50 of the *Condominium Act*, R.S.O. 1990, Chap. C.26, and amendments; or
  - (g) the issuing of a permit under the *Building Code Act*, in relation to a building or structure.
- (2) Subsection (1) shall not apply in respect to
- (a) local services installed or paid for by the owner within a plan of subdivision or within the area to which the plan relates, as a condition of approval under Section 51 of the *Planning Act*;
  - (b) local services installed or paid for by the owner applying for a consent as a condition of approval under Section 53 of the *Planning Act*.

**LOCAL SERVICE INSTALLATION**

7. Nothing in this by-law prevents Council from requiring, as a condition of an agreement under Sections 51 or 53 of the *Planning Act*, that the owner, at his or her own expense, shall install or pay for such local services, within the Plan of Subdivision or within the area to which the plan relates, as Council may require.

**MULTIPLE CHARGES**

8. (1) Where two or more of the actions described in subsection 6(1) are required before land to which a development charge applies can be developed, only one development charge shall be calculated and collected in accordance with the provisions of this by-law.
- (2) Notwithstanding subsection (1), if two or more of the actions described in subsection 6(1) occur at different times, and if the subsequent action has the effect of increasing the need for municipal services as set out in Schedule "A", an additional development charge on the additional residential units shall be calculated and collected in accordance with the provisions of this by-law.

**SERVICES IN LIEU**

9. (1) Council may authorize an owner, through an agreement under Section 38 of the Act, to substitute such part of the development charge applicable to the owner's development as may be specified in the agreement, by the provision at the sole expense of the owner, of services in lieu. Such agreement shall further specify that where the owner provides services in lieu in accordance with the agreement, Council shall give to the owner a credit against the development charge in accordance with the agreement provisions and the provisions of Section 39 of the Act, equal to the reasonable cost to the owner of providing the services in lieu.

By-law Number 1585-2009 Cont'd.:

In no case shall the agreement provide for a credit which exceeds the total development charge payable by an owner to the municipality in respect of the development to which the agreement relates.

- (2) In any agreement under section 9(1), Council may also give a further credit to the owner equal to the reasonable cost of providing services in addition to, or of a greater size or capacity, than would be required under this by-law.
- (3) The credit provided for in section 9(2) shall not be charged to any development charge reserve fund.

**RULES WITH RESPECT TO RE-DEVELOPMENT**

10. In the case of the demolition of all or part of a residential building, a non-residential building, a farm building or structure:
  - (1) a credit shall be allowed, provided that the land was improved by occupied structures within a five year period prior to the issuance of a building permit, and the building permit has been issued for the development or redevelopment within five years from the date the demolition permit was issued or the building or structure was removed in accordance with the municipality's assessment roll records; and
  - (2) if a development or redevelopment involves the demolition of and replacement of a building or structure, or the conversion of one principal use to another, a credit shall be allowed equivalent to:
    - (a) the number of dwelling units demolished/converted multiplied by the applicable residential development charge in place at the time the development charge is payable, and/or
    - (b) the total floor area of the building demolished/converted multiplied by the current non-residential development charge in place at the time the development charge is payable.
11. A credit can, in no case, exceed the amount of the development charge that would otherwise be payable, and no credit is available if the existing land use is exempt under this by-law.

**TIMING OF CALCULATION AND PAYMENT**

12. (1) Development charges shall be calculated and payable in full in money or by provision of services as may be agreed upon, or by credit granted under the Act, on the date that the first building permit is issued in relation to a building or structure on land to which a development charge applies.

By-law Number 1585-2009 Cont'd.:

- (2) Where development charges apply to land in relation to which a building permit is required, the building permit shall not be issued until the development charge has been paid in full.

**RESERVE FUNDS**

13. (1) Monies received from the payment of development charges under this by-law shall be categorized in accordance with Section 7 of the Act and maintained in separate reserve funds categorized as follows: general government, fire protection services, parks and recreation, public works: buildings and fleet, and roads and related.
- (2) Monies received from the payment of development charges shall be used only in accordance with the provisions of Section 35 of the Act.
- (3) Council directs the Municipal Treasurer to divide the reserve funds created hereunder into separate subaccounts in accordance with the service subcategories set out in Schedule "A" to which the development charge payments shall be credited in accordance with the amounts shown, plus interest earned thereon.
- (4) Where any development charge, or part thereof, remains unpaid after the due date, the amount unpaid shall be added to the tax roll and shall be collected as taxes.
- (5) Where any unpaid development charges are collected as taxes under subsection 13(4), the monies so collected shall be credited to the development charge reserve funds referred to in subsection 13(1).
- (6) The Treasurer of the Municipality shall, in each year commencing in 2010 for the 2009 year, furnish to Council a statement in respect of the reserve funds established hereunder for the prior year, containing the information set out in Section 12 of O.Reg. 82/98, as amended.

**BY-LAW AMENDMENT OR APPEAL**

14. (1) Where this by-law or any development charge prescribed thereunder is amended or repealed either by order of the Ontario Municipal Board or by resolution of the Municipal Council, the Municipal Treasurer shall calculate forthwith the amount of any overpayment to be refunded as a result of said amendment or repeal.
- (2) Refunds that are required to be paid under subsection 14(1) shall be paid with interest to be calculated as follows:
- (a) Interest shall be calculated from the date on which the over-payment was collected to the date on which the refund is paid;
- (b) the Bank of Canada interest rate in effect on the date of enactment of this by-law shall be used.

By-law Number 1585-2009 Cont'd.:

- (3) Refunds that are required to be paid under subsection (1) shall include the interest owed under this section.

**BY-LAW INDEXING**

15. The development charges set out in Schedule "B" to this by-law shall be adjusted annually on April 1 of each year, without amendment to this by-law, in accordance with the most recent twelve month change in the Statistics Canada Quarterly, "Construction Price Statistics".

**SEVERABILITY**

16. In the event any provision, or part thereof, of this by-law is found by a court of competent jurisdiction to be ultra vires, such provision, or part thereof, shall be deemed to be severed, and the remaining portion of such provision and all other provisions of this by-law shall remain in full force and effect.

**HEADINGS FOR REFERENCE ONLY**

17. The headings inserted in this by-law are for convenience of reference only and shall not affect the construction or interpretation of this by-law.

**BY-LAW REGISTRATION**

18. A certified copy of this by-law may be registered on title to any land to which this by-law applies.

**BY-LAW ADMINISTRATION**

19. This by-law shall be administered by the Municipal Treasurer.

**SCHEDULES TO THE BY-LAW**

20. The following Schedules to this by-law form an integral part of this by-law:

- (1) Schedule A -Schedule of Municipal Services
- (2) Schedule B -Schedule of Development Charges

**DATE BY-LAW EFFECTIVE**

21. This By-law shall come into force and effect on August 31, 2009.

By-law Number 1585-2009 Cont'd.:

**EXISTING BY-LAW REPEAL**

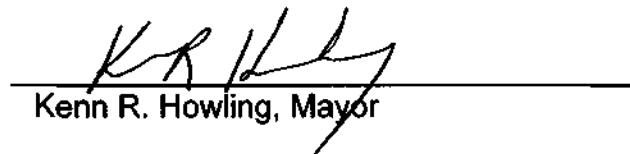
22. By-law Number 1448-2004 is hereby expired as of August 30, 2009 in accordance with Section 9 of the Act.

**SHORT TITLE**

This by-law may be cited as the "Township of Blandford-Blenheim Development Charge By-law, 2009."

By-law READ a FIRST and SECOND time this 5th day of August, 2009.

By-law READ a THIRD time and ENACTED in Open Council this 5th day of  
August, 2009.

  
Kenn R. Howling, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

By-law Number **1585-2009** Cont'd.:

**SCHEDULE "A"**

**MUNICIPAL SERVICES UNDER THIS BY-LAW**

1. GENERAL GOVERNMENT
2. FIRE PROTECTION SERVICES
3. PARKS AND RECREATION
4. PUBLIC WORKS: BUILDINGS AND FLEET
5. ROADS AND RELATED

**SCHEDULE "B"**

**SCHEDULE OF DEVELOPMENT CHARGES**

**RESIDENTIAL CHARGES**

SERVICE	Charge By Unit Type			
	Single and Semi- Detached	Other Multiples	Apartments	
			2 Bedrooms or Larger	Bachelor or 1 Bedroom
GENERAL GOVERNMENT	\$28	\$20	\$12	\$9
FIRE PROTECTION SERVICES	\$965	\$715	\$408	\$306
PARKS AND RECREATION	\$1,517	\$1,124	\$642	\$482
PUBLIC WORKS: BUILDINGS AND FLEET	\$344	\$254	\$145	\$109
GENERAL SERVICES CHARGE	\$2,854	\$2,113	\$1,207	\$906
ROADS AND RELATED	\$815	\$604	\$345	\$259
<b>TOTAL TOWNSHIP-WIDE CHARGE</b>	<b>\$3,669</b>	<b>\$2,717</b>	<b>\$1,552</b>	<b>\$1,165</b>

Non-Residential and Farm Buildings Development Charges: NOT APPLICABLE

**Effective: August 31, 2009.**

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
**BY-LAW NUMBER 1586-2009**

Being a By-law to amend By-law Number 1545-2008 (2008 and 2009 Salary and Wage By-law) to fix salaries and wages to be paid to Council members and employees of the municipality for the balance of 2009.

**WHEREAS** Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that the power to a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate.

**AND WHEREAS** the municipality completed a Pay Equity review update for the full time employees and did an external salary review for these employees and Council members with the assistance of HarVan Consulting (Mr. R. H. 'Bob' Foulds).

**AND WHEREAS** Council deems it advisable to amend By-law Number 1545-2008 for the balance of 2009 to reflect the new rates that were determined appropriate through the review.

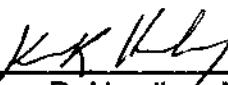
**NOW THEREFORE** the Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the salaries and wages for Full-time and Part-time employees to be paid for the balance of 2009 shall be as set forth in Schedule "A" attached hereto. The Road Supervisor and Equipment Operators shall work a 41 hour work week.
2. That the salaries and travel allowance for Council members to be paid for the balance of 2009 shall be as set forth in Schedule "B" attached hereto.
3. That the provisions of this by-law are deemed to have taken full force and effect on the 20th day of June, 2009 for the Employees and the 1st day of July, 2009 for Council Members and shall remain in force until repealed.
4. That this by-law may be cited as the Township of Blandford-Blenheim 2009 Salary and Wage Amendment By-law.

By-law READ a FIRST and SECOND time this 5th day of August, 2009.

By-law READ a THIRD time and ENACTED in Open Council this 5th day of August, 2009.

(SEAL)

  
Kenn R. Howling, Mayor

  
Keith Reibling, Clerk-Administrator

# SALARY SCHEDULE - TOWNSHIP OF BLANDFORD-BLENHEIM FOR 2009

**EFFECTIVE WITH THE PAY PERIOD THAT INCLUDES JULY 1ST, 2009.**

<b>LEVEL</b>	<b>Point Range</b>		<b>Start Rate Step 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>Job Rate (hourly) STEP 6</b>
A	751-800	No one in this range						
B	701-750	Clerk-Administrator	\$42.31	\$43.79	\$45.32	\$46.91	\$48.55	\$50.25
C	651-700	Treasurer/Collector	\$36.13	\$37.39	\$38.70	\$40.06	\$41.46	\$42.91
D	601-650	Fire Chief	\$33.07	\$34.23	\$35.43	\$36.67	\$37.95	\$39.29
		Road Manager						
E	551-600	Chief Building Official/Drainage Supt. & By-Law Enforcement Officer	\$30.85	\$31.93	\$33.05	\$34.20	\$35.40	\$36.64
		Facility Manager						
F	501-550	Road Supervisor	\$24.33	\$25.18	\$26.06	\$26.98	\$27.92	
G	451-500	Deputy Clerk/CEMC Building Inspector	\$24.12	\$24.97	\$25.85	\$26.75	\$27.69	
H	401-450	Accounting Clerk	\$21.12	\$21.86	\$22.62	\$23.42		
		Adm. Assistant to Clerk-Adm.						
I	351-400	Equipment Operator/Labourer	\$19.70	\$20.39	\$21.10	\$21.84		
		Facility Attendant						
J	301-350	No one in this range	\$18.69	\$19.34	\$20.02	\$20.72		
K	251-300	No one in this range	\$17.78	\$18.40	\$19.05	\$19.71		
L	201-250	Labourer/Op-Arena (Part-Time/Cas.) Labourer/Op-Roads (Part-Time/Cas.)	\$16.90	\$17.49	\$18.10			
M	151-200	Labourer (General -All Departments) - Part-Time and Casual	\$11.27	\$11.66	\$12.07			

Position	Start	Second Year	Third Year and Over
Students 18 years of age and over	Minimum Wage	Minimum Wage + \$0.15	Minimum Wage + \$0.25
Students under 18 years of age	Minimum Wage	Minimum Wage + \$0.15	Minimum Wage + \$0.25

**SCHEDULE "A", Page 1 to BY-LAW # 1586-2009**

# SALARY SCHEDULE - TOWNSHIP OF BLANDFORD-BLENHEIM FOR 2009

**EFFECTIVE WITH THE PAY PERIOD THAT INCLUDES JULY 1ST, 2009.**

LEVEL	Point Range		Start Rate Step 1			STEP 3	STEP 4	STEP 5	Job Rate (hourly) STEP 6
				STEP 2					
A	751-800	No one in this range							
B	701 - 750	Clerk-Administrator	1	\$42.31	\$43.79	\$45.32	\$46.91	\$48.55	\$50.25
				\$77,004	\$79,699	\$82,489	\$85,376	\$88,364	\$91,457
C	651-700	Treasurer/Collector	1	\$36.13	\$37.39	\$38.70	\$40.06	\$41.46	\$42.91
				\$65,757	\$68,058	\$70,440	\$72,906	\$75,457	\$78,098
D	601-650	Fire Chief	2	\$33.07	\$34.23	\$35.43	\$36.67	\$37.95	\$39.29
		Road Manager	3	\$64,487	\$66,744	\$69,080	\$71,497	\$74,000	\$76,609
				\$68,786	\$71,193	\$73,685	\$76,264	\$78,933	\$81,717
E	551-600	Chief Building Official/Drainage Supt.		\$30.85	\$31.93	\$33.05	\$34.20	\$35.40	\$36.64
		& By-Law Enforcement Officer	2	\$60,158	\$62,263	\$64,442	\$66,698	\$69,032	\$71,448
		Facility Manager	2						
F	501-550	Road Supervisor	4	\$24.33	\$25.18	\$26.06	\$26.98	\$27.92	
				\$51,872	\$53,687	\$55,566	\$57,511	\$59,524	
G	451-500	Deputy Clerk/CEMC	1	\$24.12	\$24.97	\$25.85	\$26.75	\$27.69	
		Building Inspector	2	\$43,898	\$45,453	\$47,044	\$48,690	\$50,395	
				\$47,034	\$48,700	\$50,404	\$52,168	\$53,994	
H	401-450	Accounting Clerk	1	\$21.12	\$21.86	\$22.62	\$23.42		
		Adm. Assistant to Clerk-Adm.	1	\$38,438	\$39,784	\$41,176	\$42,617		
I	351-400	Equipment Operator/Labourer	4	\$19.70	\$20.39	\$21.10	\$21.84		
		Facility Attendant	2	\$38,415	\$39,760	\$41,151	\$42,591		
				\$42,000	\$43,470	\$44,992	\$46,567		
J	301-350	No one in this range		\$18.69	\$19.34	\$20.02	\$20.72		
			N/A						
K	251-300	No one in this range		\$17.78	\$18.40	\$19.05	\$19.71		
			N/A						
L	201-250	Labourer/Op-Arena (Part-Time/Cas.)		\$16.90	\$17.49	\$18.10			
		Labourer/Op-Roads (Part-Time/Cas.)	N/A						
M	151-200	Labourer (General -All Departments)		\$11.27	\$11.66	\$12.07			
		- Part-Time and Casual	N/A						
Position			Start		Second Year		Third Year and Over		
Students 18 years of age and over			N/A	Minimum Wage		Minimum Wage + \$0.15		Minimum Wage + \$0.25	
Students under 18 years of age			N/A	Minimum Wage		Minimum Wage + \$0.15		Minimum Wage + \$0.25	

## SCHEDULE "A", Page 1.a) to BY-LAW # 1586-2009

Code 1 - indicates the approximate annual earnings for a 35-hour workweek - 1820 hours per year

Code 2 - indicates the approximate annual earnings for a 37.5-hour workweek - 1950 hours per year

Code 3 - indicates the approximate annual earnings for a 40 hour workweek - 2080 hours per year

Code 4 - indicates the approximate annual earnings for 41 hour workweek - 2132 hours per year

**SCHEDULE "B"**

**2009 COUNCIL RATES**

		Per Annum
<u>MAYOR</u>	\$1,519.17 per month	(\$18,230.00)
<u>COUNCILLORS</u>	\$1,018.00 per month	(\$12,216.00)

Effective July 1st, 2009.

Plus 47¢ per kilometre for the distance travelled in the performance of such duties outside the municipality apart from attendance at general or specific meetings by Council.

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1587-2009

Being a By-law to amend By-law No. 1250-98 to regulate parking in the Township of Blandford-Blenheim.

**WHEREAS** the Municipal Council of the Township of Blandford-Blenheim deems it necessary to amend Schedule "A" to By-law No. 1250-98, as amended, for the purpose of establishing another 'No Parking At Any Time' area on one side of Fennel Street from Albert Street East to Young Street East, the east side of William Street North from Young Street East to Fennel Street and Mill Street East from Platt Street North to Walter Street all in Plattsburg.

**AND WHEREAS** the Municipal Council of the Township of Blandford-Blenheim deems it necessary to amend Schedule "B" to By-law No. 1250-98, as amended, for the purpose of establishing restricted parking on all Township maintained streets in the urban centres of Bright, Drumbo, Plattsburg and Princeton during the winter season from November 1 until March 31.

**AND WHEREAS** the Municipal Council of the Township of Blandford-Blenheim deems it necessary to amend Schedule "B" to By-law No. 1250-98, as amended, for the purpose of coinciding the months for restricted parking on County Roads, being the arterial roads in the urban areas of the municipality (Bright, Drumbo, Plattsburg and Princeton) to be the same as the County by-law.

**NOW THEREFORE**, the Municipal Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That By-law No. 1250-98, Schedule "A", as amended 'No Parking At Any Time' is further amended by deleting Sections 2 and 3 as established by the original By-law Number 1250-98 and inserting a new Section 2 for Mill Street East, both sides, from Platt Street North to Walter Street and a new Section 3 for William Street North, east side only, from Young Street East to Fennel Street and also to add Section 6 referring to Fennel Street from Young Street East to Albert Street East in front of street (civic) addresses with an even number, all in Plattsburg.  
A revised Schedule "A" is attached hereto.
2. That By-law No. 1250-98, Schedule "B", as amended 'Parking Restrictions' is further amended by deleting Sections 1.1, 1.2, 1.3, and 1.4 as established by the original By-law Number 1250-98 and inserting the following revised sections (1.1, 1.2, 1.3, and 1.4) for all Township regulated streets to restrict the parking from 8:00 a.m. until 4:00 p.m., Monday through Friday from November 1 to March 31 in the urban areas of Bright, Drumbo, Plattsburg and Princeton.  
A revised Schedule "B" is attached hereto.
3. That By-law No. 1250-98, Schedule "B", as amended 'Parking Restrictions' is further amended by changing the months in Sections 1.5, 1.6, 1.7, 1.8 and 1.9 to read '**November 1 to March 31**'.  
A revised Schedule "B" is attached hereto.

By-law READ a FIRST and SECOND time this 5th day of August, 2009.

By-law READ a THIRD time and ENACTED in Open Council this 5th day of August, 2009.

(SEAL)

  
Kenn R. Howling, Mayor

  
Keith Reibling, Clerk-Administrator

TOWNSHIP OF BLANDFORD-BLENHEIM

SCHEDULE "A" TO BY-LAW NO. 1250-98  
AS AMENDED BY BY-LAW NO. 1323-2000  
AS AMENDED BY BY-LAW NO. 1475-2005  
AS AMENDED BY BY-LAW NO. 1506-2006  
AS AMENDED BY BY-LAW NO. 1587-2009

NO PARKING AT ANY TIME

Section	Column 1	Column 2	Column 3	
			From	To
1	Highway <i>Plattsburg</i>	Side or Sides East and West	Mill Street East	Young Street East
2	Mill Street East <i>Plattsburg</i>	North and South	Platt Street North	Walter Street
3	William Street North <i>Plattsburg</i>	East	Young Street East	Fennel Street
4	Gobles Road	East	Oxford Road 2	440 m north of Oxford Road 2
5	Baird Street South <i>Bright</i>	East	South Limit of 68 Baird Street South	South limit of 172 Baird Street South
6	Fennel Street <i>Plattsburg</i>	East, North and West In front of Even Numbered Street (Civic) Addresses	Young Street East	Albert Street East

## TOWNSHIP OF BLANDFORD-BLENHEIM

SCHEDULE "B" TO BY-LAW NO. 1250-98  
AS AMENDED BY BY-LAW NO. 1475-2005  
AS AMENDED BY BY-LAW NO. 1587-2009

Page 1

## PARKING RESTRICTIONS

Section	Column 1	Column 2	Column 3		Column 4 Time/Date	Column 5 Limit
	Highway	Side or Sides	From	TO		
1.1	Charles, Cuthbertson, George, Hewitt, James, Murray and Wilson Streets <i>Bright</i>	Both Sides	The Entire Street	The Entire Street	8:00 a.m. to 4:00 p.m. Monday to Friday Nov. 1 to March 31	n/a
1.2	Harmer Crescent, Centre, Duke, Hazel, Henry, Jarvis, Maitland, Matheson, Mechanic, Morrow, Muma, Pinkham, Powell, Prospect, Station & Taylor Streets <i>Drumbo</i>	Both Sides	The Entire Street	The Entire Street	8:00 a.m. to 4:00 p.m. Monday to Friday Nov. 1 to March 31	n/a
1.3	Joshua Court, Krystal Court; River Road; Ann, Applewood, Daniel, Elizabeth, Hume, Fennel, Fennell, Isabella, Mary, Mill, Platt, Samuel, York, Young, Walter & William Streets <i>Plattsburg</i>	Both Sides	The Entire Street	The Entire Street	8:00 a.m. to 4:00 p.m. Monday to Friday Nov. 1 to March 31	n/a
1.4	Church, Cowan, Elgin, Emma, Gissing, McQueen, Peter, Railway, Roper, Victoria & Wonham Streets <i>Princeton</i>	Both Sides	The Entire Street	The Entire Street	8:00 a.m. to 4:00 p.m. Monday to Friday Nov. 1 to March 31	n/a

**TOWNSHIP OF BLANDFORD-BLENHEIM  
SCHEDULE "B" TO BY-LAW NO. 1250-98  
AS AMENDED BY BY-LAW NO. 1475-2005  
AS AMENDED BY BY-LAW NO. 1587-2009**

Page 2

**PARKING RESTRICTIONS**

Section	Column 1	Column 2	Column 3		Column 4 Time/Date	Column 5 Limit
	Highway	Side or Sides	From		TO	
1.5	Oxford Street <i>Drumbo</i>	North and South	300 m west of Morrow Street	150 m east of Duke Street	2:00 a.m. to 6:00 a.m. Nov. 1 to March 31	n/a
1.6	Wilmot Street <i>Drumbo</i>	East and west	Maitland Street	Jarvis Street	2:00 a.m. to 6:00 a.m. Nov. 1 to March 31	n/a
1.7	Albert Street <i>Plattsville</i>	North and south	Hofstetter Road	70 m west of Hume Street	2:00 a.m. to 6:00 a.m. Nov. 1 to March 31	n/a
1.8	Douro Street <i>Plattsville</i>	East and West	Albert Street	Isabella Street	2:00 a.m. to 6:00 a.m. Nov. 1 to March 31	n/a
1.9	Main Street <i>Princeton</i>	East and West	Oxford Road 2	Roper Street	2:00 a.m. to 6:00 a.m. Nov. 1 to March 31	n/a
2	Mechanic Street <i>Drumbo</i>	East	Oxford Street East	Drumbo Central School	8:00 a.m. to 5:00p.m. Monday to Friday	n/a
3	Albert Street West <i>Plattsville</i>	North	Fennell Street	Samuel Street	8:00 a.m. to 5:00p.m. Monday to Friday	1 hour
4	Albert Street West <i>Plattsville</i>	South	Fennell Street	River Road	8:00 a.m. to 5:00p.m. Monday to Friday	1 hour
5	River Road <i>Plattsville</i>	East and West	Albert Street West	Mill Street West	8:00 a.m. to 5:00p.m. Monday to Friday	1 hour
6	Wilmot Street South	East	121 m south of Oxford Street	155 m south of Oxford Street	8:00 a.m. to 5:00p.m. Monday to Friday	n/a
7	Wilmot Street South	West	128 m south of Oxford Street	148 m south of Oxford Street	8:00 a.m. to 5:00p.m. Monday to Friday	n/a

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1588-2009

A By-Law to designate certain lands within the Township of Blandford-Blenheim as a Site Plan Control Area.

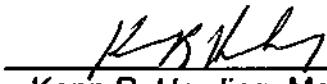
THE COUNCIL OF THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM enacts as follows:

1. That the lands described as 'Lands Designated under Site Plan Control' on the attached Schedule "A" which forms part of this by-law, are hereby designated as a Site Plan Control Area pursuant to Section 41 of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 5<sup>th</sup> day of August, 2009.

READ a third time and finally passed this 5<sup>th</sup> day of August, 2009.

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM

  
\_\_\_\_\_  
Kenn R. Howling, Mayor

(SEAL)

  
\_\_\_\_\_  
Keith Reibling, Clerk-Administrator

# SCHEDULE "A"

TO BY-LAW No. 1588-2009

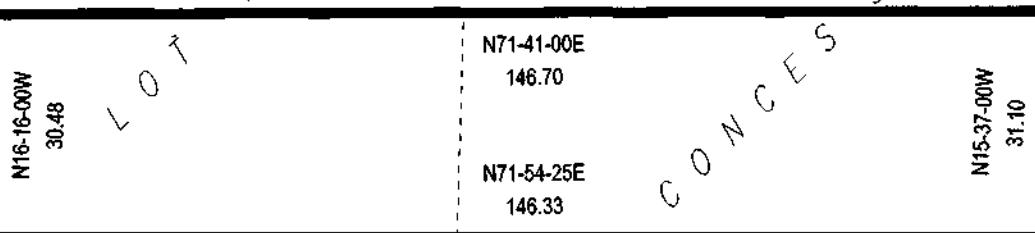
PART LOT 12, CONCESSION 1 (BLENHEIM)

TOWNSHIP OF BLANDFORD-BLENHEIM



METRES  
4 0 0 0      0      4 0 0 0      8 0 0 0

COUNTY ROAD 3



MAIN STREET

RAILWAY STREET EAST

THIS IS SCHEDULE "A"

TO BY-LAW NO. 1588-2009, PASSED

THE 5th DAY OF August, 2009

LANDS DESIGNATED  
UNDER SITE PLAN CONTROL

NOTE: ALL DIMENSIONS IN METRES

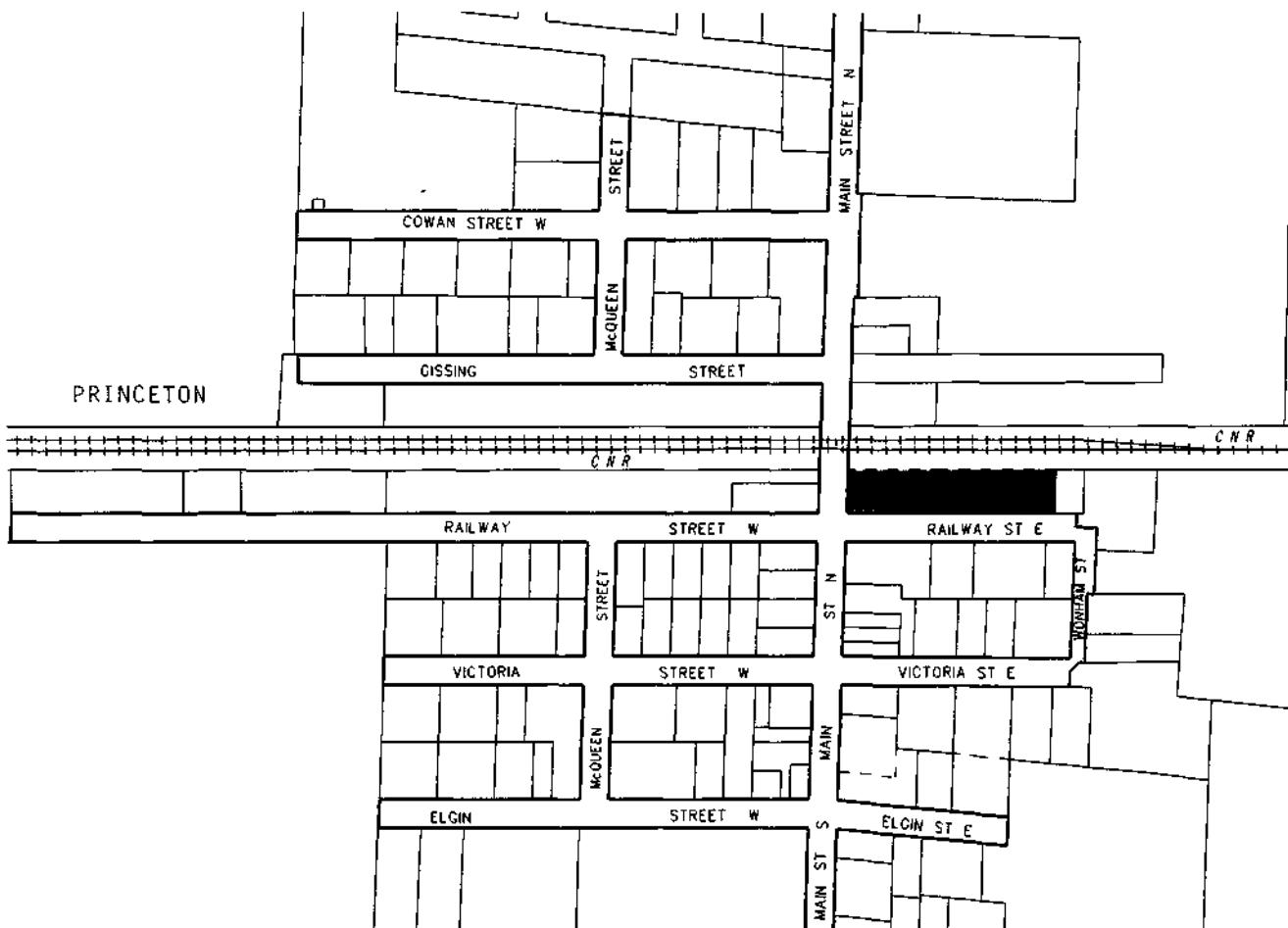
Kenn Howling      MAYOR

Keith Reibling      CLERK-ADMINISTRATOR

# KEY MAP



METRES  
0 0 80 160



LANDS TO WHICH BYLAW **1588-** APPLIES  
**2009**

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1589-2009

Being a By-law to authorize the execution of a consent agreement between The Corporation of the Township of Blandford-Blenheim and Steven McLelland.

**WHEREAS** the Planning Act, R.S.O. 1990, Chapter P.13, Section 53, allows the granting of a consent by County Council with respect to lands and imposing of conditions.

**AND WHEREAS** the County of Oxford Land Division Committee, regarding Consent Application Number B-42/08 and Minor Variance Application Number A-12/08 (Steven McLelland) has granted the minor variance and one (1) severance subject to conditions being fulfilled to the Township's satisfaction for development of the newly created lot.

**AND WHEREAS** Township Council deems it desirable to enter into an Agreement with the developer (Steven McLelland) of the property to effect proper development of One (1) residential lot, being composed of Part of Lots 4, 5 and 7, Block D, according to Registered Plan 104, (former Blenheim) on the west side of Centre Street, more particularly described as Part 1 on Reference Plan 41R-8406.

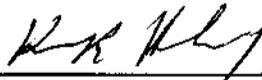
**NOW THEREFORE**, the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim a Consent Agreement dated September 2nd, 2009, for developing lands, being composed of Part of Lots 4, 5 and 7, Block D, according to Registered Plan 104 (former Blenheim) located on the west side of Centre Street, more particularly described as Part 1 on Reference Plan 41R-8406, between Steven McLelland and the Corporation of the Township of Blandford-Blenheim.

By-law **READ** a **FIRST** and **SECOND** time this 2nd day of September, 2009.

By-law **READ** a **THIRD** time and **ENACTED** in Open Council this 2nd day of September, 2009.

(SEAL)

  
Kenn R. Howling, Mayor

  
Keith Reibling, Clerk-Administrator

**Document General**  
Form 4 — Land Registration Reform Act

D

507432

Number.....  
**CERTIFICATE OF REGISTRATION**

REGISTERED

2004-09-04

8:38  
Land Registry  
Office No. 41  
[Signature]  
Land Registrar

FOR OFFICE USE ONLY

New Property Identifiers

Additional:  
See  
Schedule



Executions

Additional:  
See  
Schedule



(1) Registry  Land Titles  (2) Page 1 of 15 pages  
(3) Property Identifier(s) Block Property  
00281 0072 Additional:  
See  
Schedule

(4) Nature of Document

Consent Agreement Registered pursuant to Sections  
51(6) and 53(2) of the Planning Act, R.S.O. 1990.

(5) Consideration

—nil—

Dollars \$

(6) Description

In the Township of Blandford-Blenheim, former  
Township of Blenheim, in the County of Oxford,  
being composed of Part of Lots 4, 5, and 7,  
Block D, Registered Plan 104, more particularly  
described as Part 1 on Reference Plan 41R-8406.

(8) This Document provides as follows:

See Attached Consent Agreement.

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

Y M D

THE CORPORATION OF THE TOWNSHIP...

OF BLANDFORD-BLENHEIM (the "Township")

by its Clerk-Administrator Keith Reibling

[Signature]

2009 09 02

(11) Address  
for Service

47 Wilmot Street South, DRUMBO, Ontario. N0J 1G0

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

Y M D

McLELLAND, Steven

(13) Address  
for Service

27 Centre Street, DRUMBO, Ontario. N0J 1G0

(14) Municipal Address of Property

32 Pinkham Street  
Drumbo, Ontario.  
N0J 1G0

(15) Document Prepared by:

Keith Reibling,  
Clerk-Administrator,  
Township of Blandford-  
Blenheim,  
47 Wilmot Street South,  
Drumbo, Ontario. N0J 1G0

Fees and Tax	
Registration Fee	60
Total	60

**CONSENT AGREEMENT**

**McLELLAND SEVERANCE**

**PART OF LOTS 4, 5 & 7, BLOCK D, REGISTERED PLAN 104**

**TOWNSHIP OF BLANDFORD-BLENHEIM  
(Formerly Township of Blenheim)**

THIS AGREEMENT made on the 2<sup>nd</sup> day of September, 2009.

BETWEEN:

STEVEN McLELLAND

Hereinafter called the "Owner"  
OF THE FIRST PART

AND:

THE CORPORATION OF THE TOWNSHIP OF BLANDFORD-BLENHEIM

Hereinafter called the "Township"  
OF THE SECOND PART.

WHEREAS the Owner represents that he is the registered owner of those lands and premises in the Township of Blandford-Blenheim described in Schedule "A" attached hereto and hereafter called the Said Lands;

AND WHEREAS the Owner has applied to the County of Oxford Land Division Committee for the approval of a consent to sever with respect to the said lands that will create one new building lot along the west side of Centre Street in Drumbo - municipally known as 27 Centre Street, hereinafter called the new building lot;

AND WHEREAS the County of Oxford Land Division Committee (Application for Consent, Number B-42/08 and Application for Minor Variance, Number A-12/08 for Lot Depth) has granted the severance and variance subject to conditions being fulfilled to the Township's satisfaction as per their decision dated September 4<sup>th</sup>, 2008, a copy of which is attached hereto as Schedule B;

AND WHEREAS the Township may enter into one or more agreements with an Owner as a condition to the granting of a severance in accordance with Section 53 of the Planning Act, and amendments thereto.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of other good and valuable consideration and the sum of Two Dollars (\$2.00) of lawful money of Canada, now paid by each of the parties hereto to each of the other parties hereto, (the receipt whereof is acknowledged), the Owner and Township hereby covenant, promise and agree with each other as follows:

**GENERAL**

**1.1 Deposit**

The Owner shall deposit the sum of one thousand dollars (\$1,000.00) for the new building lot created in the form of cash or certified cheque with the Township as soon as he wishes negotiations to attend to this agreement, the services and lot construction to commence. This deposit shall be used as a security for expenses of the Township. The Owner shall provide additional sums as necessary with the Township as the work continues and as accounts are paid, and if this security is

Drainage Works 1993 were installed and incorporated. The Township requires the Owner to provide a PDC to Branch H of the Drumbo Storm Sewer (Drain) located on the northerly limits of Centre Street.

drawn on, to ensure that a minimum deposit of one thousand dollars (\$1,000.00) is always on hand with the Township until this agreement is released. This deposit when released shall be payable to the owner of the new building lot created. The deposit may be reduced prior to being released in accordance with other sections of this agreement.

1.2 All work to conform to approved plan

The Owner agrees to undertake all development and construction of all structures and services in accordance with the approved plan, hereto attached, required by, and in accordance with the sections of this agreement. All approved plans are to be initialed by the Township Engineer.

1.3 Construction Within Road Right-of-Way

Work done within the road right-of-way by either the owner or lot purchaser shall be done to the County of Oxford and the Township's satisfaction.

1.4 Owner to notify lot purchaser of his obligations

The Owner agrees to notify the lot purchaser of his obligations of construction re the new building lot in accordance with the approved plan. The Owner agrees to provide free of charge to any lot purchaser a copy of this agreement as registered, a copy of the approved plan, a notice that this agreement is registered against the lot acquired, and a written notice that the lot purchaser is required to comply with all applicable sections of this agreement.

1.5 Owner to employ Engineer for design

The Owner or Lot Purchaser shall employ a competent engineer registered by the Professional Engineers of Ontario to prepare an approved plan for the lot showing the grading and drainage, the driveway and boulevard work. This shall be done in conjunction with the Township Engineer preparing the agreement.

The Owner or Lot Purchaser may retain the Township Engineer to undertake the above or he may retain another qualified Professional Engineer in which case the Township Engineer shall review the approved plan, specifications, work, etc. of this Engineer.

1.6 Other Work

If at any time during the construction for the new building lot it should become evident that other work is necessary to provide adequately any of the required services, the Owner shall construct, install or perform such additional works at the request of the Township or County.

1.7 Liability

Until the Council of the Township shall have accepted all the work with respect to the new building lot, as evidenced by the Engineer's Certificate of Lot Grading of Section 15, the Owner and/or the Lot Purchaser of the new lot agree to indemnify and save harmless the Township against all actions, causes of action, suits, claims, and demands whatsoever which may arise either directly or indirectly by reason of the Owner or Lot Purchaser undertaking this development, or from any part or omission by the Owner or Lot Purchaser, his agents, servants or contractors in the performance of any matter or thing in this Agreement.

1.8 Intent

Each of the parties agrees to do all acts, within its power, necessary or proper to be done by it to carry out the intention of this Agreement which is to secure a development of good quality and free from drainage and other functional problems.

2. DRAINAGE ACT MATTERS

2.1 Drumbo Drainage Works 1993

- a) It was determined from the Drainage Report, that this recently severed lot was not provided a Private Drain Connection (PDC) when the Drumbo

5. **HYDRO, TELEPHONE, GAS, TV CABLE SERVICES**

5.1 **General**

The Owner will arrange and pay for the main lines of these services within the road allowances to be extended if required, to service the new lot. Connections from the main lines of the services into the lot will be the responsibility of the lot purchaser.

6. **STREET LIGHTING**

6.1 **Paying into Reserve Account**

The Owner agrees to pay the sum of one hundred dollars (\$100.00) to the Township which sum shall be deposited in the Township's Reserve Account for Street Lighting. This sum shall be payable prior to the stamping of the deed.

7. **SIDEWALKS**

7.1 **Paying into Sidewalk Reserve Account**

The Owner agrees to pay the sum of five hundred dollars (\$500.00) to the Township, which sum is to be deposited into the Township's Reserve Account for Sidewalk Extensions, Improvements and Maintenance. This sum shall be payable prior to the deed being stamped.

8. **PARKLAND FEES**

8.1 **Paying into Township's Reserve Account**

The Owner agrees to pay for the new building lot created, a sum of seven hundred dollars (\$700.00) as a deposit for cash in lieu of parklands which sum is to be placed into the Township's Reserve Account for Parks and Recreation. This sum shall be payable prior to the stamping of the deeds.

9. **RESPONSIBILITY FOR DAMAGE TO EXISTING ROADS**

The Township may hold the Owner or any lot purchaser liable for any damages to an existing road that occurs as a result of construction pursuant to this agreement. For purposes of this section, the road shall consist of the surface, any base, any utility, any sign and any other works in the boulevard.

10. **BOULEVARDS**

Upon completion of all work on the lot and in the road allowance, to a degree as required by the Township and County, the affected boulevard areas shall be regraded, topsoiled and seeded. Schedule 'C' may provide details of the work required by the lot purchaser in the boulevards.

11. **WATER SUPPLY**

a) **Connection Charges**

The Owner is responsible to arrange to have the County of Oxford install a new water service for the new building lot from the existing water main to the property line. The service requirement is outlined in Schedule "C" hereto.

b) **Inspection of Work Beyond the Road**

Prior to backfilling any house connection to a water line, the Owner or Lot Purchaser shall ensure that the connection at the street line is inspected by the appropriate authority and that a reference to fixed points has been made.

- c) User Fees  
 The Owner shall notify the lot purchaser that they will be responsible to pay the current annual water system (Schedule B Users Flat Rate) fee for a vacant lot under Schedule "A" of County of Oxford By-law No. 5075-2009, and amendments thereto. The flat rate fees outlined in Schedule "A", shall be charged prorata, thirty (30) days after the installation of the water service, or effective January 1<sup>st</sup>, 2010 if the water service is installed in 2009. When the vacant lot is developed the Owner shall notify the lot purchaser that they will be responsible to pay the current annual water system fee under Schedule "A" of County of Oxford By-law No. 5075-2009, and amendments thereto. The Flat Rate fees outlined in Schedule "A", shall be charged prorata, ninety (90) days after the issuance of a building permit. The Owner shall also notify the lot purchaser that the current user fees are under review and subject to change.
- d) Water Service Charges  
 In accordance with the Water Service Charges section under Schedule "A" of County of Oxford, By-law No. 5075-2009, and amendments thereto, being a Water/Wastewater 2009 Schedule of Rates and Charges the Owner shall pay to the Township (due to the County of Oxford) the sum of \$2,500.00 for the construction of a Service Line from the main to the street line for the lot prior to the deed being stamped.
- e) Water Development Charges  
 In accordance with the Schedule of Drumbo Water and Wastewater "Area Specific Development Charges", By-law No. 5085-2009, Schedule "B", and amendments thereto, the individual Lot Purchaser shall pay to the Township (due to the County of Oxford) the sum of \$3,886.00 prior to receiving a building permit.

12. SEWAGE DISPOSAL
- a) Connection Charges  
 The Owner is responsible to arrange to have the County of Oxford install a service lateral from the sewer line on Centre Street to the property line. The service requirement is outlined in Schedule "C" hereto.
  - b) Inspection of Work Beyond the Road  
 Prior to backfilling any house connection to a sewage line, the Owner or Lot Purchaser shall ensure that the connection at the street line is inspected by the appropriate authority and that a reference to fixed points has been made.
  - c) User Fees  
 The Owner shall notify the lot purchaser that they will be responsible to pay the current annual sewage system (Schedule B Users Flat Rate) fee for a vacant lot under Schedule "A" of County of Oxford By-law No. 5075-2009, and amendments thereto. The flat rate fee outlined in Schedule "A", shall be charged prorata, thirty (30) days after the installation of the sewer service lateral service, or effective January 1<sup>st</sup>, 2010 if the service lateral is installed in 2009. When the vacant lot is developed the Owner shall notify the lot purchaser that they will be responsible to pay the current annual sewer system fee under Schedule "A" of County of Oxford By-law No. 5075-2009, and amendments thereto. The flat rate fees outlined in Schedule "A", shall be charged prorate, ninety (90) days after the issuance of a building permit. The Owner shall also notify the lot purchaser that the current user fees are under review and subject to change.
  - d) Sewer Service Charges  
 In accordance with the Sewer Service Charges section under Schedule "A" of County of Oxford, By-law No. 4529-2005, and amendments thereto, being a Water/Wastewater 2009 Schedule of Rates and Charges the Owner

shall pay to the Township (due to the County of Oxford) the sum of \$7,500.00 being a deposit towards the actual construction cost, including the restoration of the boulevard and the paved street, for the construction of a Service Line from the sanitary main to the street line for the lot prior to the deed being stamped.

e) Sewer Development Charges

In accordance with the Schedule of Drumbo Water and Wastewater "Area Specific Development Charges", By-law No. 5085-2009, Schedule "B" and amendments thereto, the individual Lot Purchaser shall pay to the Township (due to the County of Oxford) the sum of \$3,238.00 prior to receiving a building permit.

**13. CONSTRUCTION ON THE LOT**

**13.1 Work to be in Accordance with Approved Plan**

All work on the new building lot created must be in accordance with the approved plan as defined in Section 1.2.

**13.2 Lot Purchaser's Obligation to Revise Approved Plan**

The Owner agrees to prepare or to advise the lot purchaser of their obligation to prepare a site specific plan showing how the approved plan will be implemented on the lot. The site specific plan shall provide that driveways and private septic systems shall generally be in the same locations as shown on the approved plan. The site specific plan shall show top of foundation wall elevation. The site specific plan shall be prepared by someone customarily involved and experienced in such work. The Township Engineer may be retained to prepare the Site Specific Plan. The lot purchaser is responsible for implementing the site specific plan once approved.

**13.3 Approval of Revised Approved Plan Prior to Issuance of Building Permits**

The revised plan required by Section 13.2 hereabove shall be approved by the Township Engineer prior to the issuance of a building permit.

**13.4 Deposits, Certificate of Lot Grading**

These matters shall be attended to in accordance with Section 15 hereto.

**13.5 Timing**

Acceptable lot grading must be in place on the lot within one year of occupancy of the dwelling on the lot.

**13.6 Changes**

All work on the lot is to be in accordance with the approved plan for the property subject only to such changes as are approved by the Township in writing.

**13.7 Ultimate Responsibility**

All security monies provided by the Owner or any lot purchaser pursuant to Sections 1.1 and 15.1 will only be released when satisfactory lot grading and construction on, and boulevard work for, exists re the new building lot. The Owner shall notify the lot purchaser that the Township will have the right to enter onto the lot and to complete satisfactory lot grading if necessary. When satisfactory lot grading, construction and boulevard work including the driveway exists on or by the new building lot, these securities will be released to the current owners of the building lot.

**14. TOWNSHIP'S LEGAL AND ENGINEERING SERVICES**

**14.1 Review of Plans, Assistance in Finalizing the Consent Agreement**

The Township Solicitor and Engineer may be directed by the Township to assist in the preparation and/or approval of plans and specifications, to participate in any

reviews, meetings, negotiations and/or servicing to finalize this Consent Agreement and to participate in, review and/or approve any construction.

**14.2 Inspection of Construction by Township Engineer**

Where directed by the Township, the Township Engineer shall inspect the installation and construction of the works (public services and work on the lot) from time to time. If the Township Engineer is not satisfied that such installation or construction is being done in accordance with the approved plan or in accordance with good engineering practice, he shall advise the Owner and/or the affected lot purchaser, plus the Township. The Township may deem that the work, if being done by others, is not proceeding in a proper manner and may stop the work and require that another Contractor be placed on the job to complete such and the costs involved shall be paid by the Owner and/or lot purchaser forthwith upon demand by the Township.

**14.3 Township Legal and Engineer's Costs**

The Owner hereby agrees to reimburse the Township for all reasonable engineering and legal costs incurred by the said Township for the preparation and supervision and enforcement of this agreement and any plans or specifications required by it, if in excess of any deposit, such payment to be made within 30 days of the delivery of demand from the Township to the Owner. The cost payable by the Owner hereunder shall not include any costs payable by any lot purchaser under Section 17 hereof. All outstanding accounts of the Township, at the time, shall be paid prior to the stamping of the deed and prior to the execution of the agreement.

**14.4 Township Engineer's Involvement with Lot Grading and Driveway Review on Behalf of the Lot Purchaser**

These services of the Township Engineer will be separate from the above and are covered in Section 17 hereto.

**15. MATTERS TO BE ATTENDED TO PRIOR TO STAMPING OF THE DEED**

Prior to the Township's stamping of the deed(s) for the new building lot created, the Owner shall:

1. Have paid the initial deposit for commencing the agreement and the approved plan process as required by Section 1.1.
2. Have paid the deposit for the Private Drainage Connection (PDC) costs relating to Branch H of the Drumbo Drainage Works as required by Section 2.1 b).
3. Have paid the sum for Street Lighting as required by Section 6.1.
4. Have paid the sum for Sidewalks as required by Section 7.1.
5. Have paid the sum for Parkland fees as required by Section 8.1.
6. Have paid the sum for Water and Sewage Connection Charges as required by Section 11. d), flat rate payment and Section 12. d), deposit.
7. Have paid all outstanding accounts of the Township, including those required by Section 14.3.
8. Have made arrangements satisfactory to the Township to have this agreement registered against the new building lot as required by Section 19.
9. Have executed this agreement with the Township.

**16. BUILDING PERMITS**

**16.1 Building Permit Format**

Prior to applying for a building permit, the revised plan as required by Section 13.2 must be approved. A building permit format shall be used whereby the Owner or Lot Purchaser shall not receive permission to frame until the foundation has been certified. The Owner or Lot Purchaser shall have the completed foundation reviewed and certified by an Ontario Land Surveyor or a Professional Engineer and shall show such certification to the Township.

Consent Agreement  
S. McLelland

**16.2 Development Charges**

All development charges and drainage charges as applicable at the time must be paid prior to the issuance of a building permit as outlined in Section 2.1 c), Section 11. e) and Section 12. e) contained in this Agreement.

**16.3 Other Matters to be Attended to Prior to Issuance of a Building Permit**

- a) Provide security deposit for lot grading and driveway construction.
- b) All fees, deposits, etc. required for Township's existing and future costs must be attended to.
- c) Obtain the entrance permit from the applicable authority.

**17. SECURITY DEPOSITS FOR LOT GRADING AND DRIVEWAYS**

**17.1 Amount of Security**

To ensure that the Owner, the lot purchaser or his successor constructs acceptable lot grading, boulevard and driveway work, the Township will require a security of two thousand, five hundred dollars (\$2,500.00), cash or certified cheque, prior to issuance of a building permit. This deposit shall be returned, as also specified below, to the lot owner at the time, without interest and less the costs of the Township Engineer's involvement with revised plans, site reviews and any foundation certification works, and upon the Township Engineer's certification of lot grading and driveway construction and shall only be returned if any damages to existing services such as the Roads are attended to and if all other matters required by this agreement are attended to.

**17.2 Owner of Security**

The security deposit shall be deemed to be that of the current owner of the lot regardless of who filed the deposit. Any work required will be deemed to be the responsibility of the current lot owner.

**17.3 Security to be Drawn on if Default**

If there is any default in attending to repair of damages, to construction of driveways, to finishing of boulevards or to work on the lot, the Township, to the extent necessary, may use any part of or all of the deposit to attend to such.

**17.4 Township Engineer's Costs**

Based on a one time review of the final lot grading, the estimated cost of the Township Engineer will be three hundred and fifty dollars (\$350.00). Multiple trips or revisions to plan may increase these fees.

**17.5 Release of Security**

The scheduling of the release of the two thousand, five hundred dollars (\$2,500.00) security shall be as follows: Firstly, one thousand, five hundred dollars (\$1,500.00) is to be released upon completion of acceptable lot grading and subject to any damages to the road and boulevard areas to that point being repaired and less the Engineer's costs. Secondly the balance, one thousand dollars (\$1,000.00), is to be released upon completion of the driveway and boulevard work adjacent to the driveway and subject to repairs being made and less the final Engineering costs. Completion certificates will be issued at each release of funds.

**17.6 Completion of Lot Grading**

All lot grading and boulevard work is to be attended to within one (1) year of occupancy of the lot. If the work is not attended to by this time the Township may itself or authorize others, enter upon the lot and complete the lot grading at the expense of the security deposit.

**17.7 Definition**

For the purposes of this agreement, lot grading shall be deemed to be acceptable when the grading (including topsoil) has been completed to the elevations shown on the approved plan, sod has been placed or there is an established growth from seeding.

**18. DEFAULT**

In addition to any other remedy which the Township may have against the Owner or any Lot Purchaser, who for purposes of this section are both referred to as the "Owner", for breach of this Agreement, the Township, at its option and after first notifying the Owner, may:

- a) Enter onto the lands and complete any work in respect of which there has been default and collect the cost of doing so from the Owner;
- b) Make any payment which ought to have been made by the Owner and collect the amount thereof from the Owner;
- c) Do any other thing required of the Owner by this agreement and collect the cost of so doing from the Owner;
- d) Apply any deposit in the Township's possession;
- e) Refuse to issue any further building permits;
- f) In the event of default by the Owner and the Township being required to perform any of the services herein mentioned in addition to any other remedy, the Township shall have the right to recover the cost of performing such services or collection of charges due in like manner as municipal taxes under the authority of the Municipal Act 2001, Chapter 25, Section 427 (3) and amendments thereto.

**19. REGISTRATION OF THIS AGREEMENT**

- 19.1 The Owner and the Township agree to register or deposit this agreement in the appropriate Registry or Land Titles Office.
- 19.2 It is understood and agreed that after this Agreement has been registered or deposited on title it shall not be released by the Township until all terms and conditions of the agreement have been complied with to the Township's satisfaction. At such time, the Township, upon request, shall issue a Certificate of Compliance certifying compliance with this Agreement to the time of the Certificate.

**20. EASEMENTS, BLOCKS**

None are required.

**21. MISCELLANEOUS**

**21.1 Agreement to Enure**

The covenants, agreements, conditions and understandings herein contained on the part of the Owner shall run with the land and shall be binding upon it and upon its heirs, executors, administrators, successors and assigns as owners and occupiers of the said lands from time to time and shall be appurtenant to the adjoining roadways in the ownership of the Township or County. Notwithstanding the generality of the above, each lot purchaser shall assume the applicable obligations of the Owner as they relate to work on the applicable lot and with respect to finishing of driveways and boulevards.

**21.2 Variations**

All work is to be in accordance with the approved plan and in accordance with the revised plans to be prepared for each property subject only to such changes as are approved by the Township in writing. Further, the Township reserves the right to waive or rescind any term or condition contained in this agreement provided that such condition is waived or rescinded by resolution of Council.

**22. ESTOPPEL**

The Owner agrees to not call into question directly or indirectly in any proceedings whatsoever in law or in equity or before any administrative tribunal, the right of the Township to enter into this agreement and to enforce each and every term, covenant and condition herein contained and this agreement may be pleaded as an estoppel against the Owner in any such proceedings.

Consent Agreement  
S. McLelland

IN WITNESS WHEREOF the Owner has hereunto set his hand and seal and the Township has hereunto affixed its Corporate Seal under the hands of its Mayor and Clerk on the day first written above.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Keith Reibling  
Witness

OWNER

Steven McLelland  
per Steven McLelland

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-  
BLENHEIM

Kenn R. Howling  
Kenn R. Howling, Mayor

Keith Reibling  
Keith Reibling, Clerk-Administrator

Consent Agreement  
S. McLelland

**SCHEDEULE "A"**

Agreement Dated the **2nd** day of **September, 2009.**

ALL AND SINGULAR that certain parcel of tract of land and premises situate, lying and being in the Township of Blandford-Blenheim (former Township of Blenheim), in the County of Oxford, being composed of Part of Lots 4, 5 & 7, Block D, according to Registered Plan 104, on the southwest corner of Pinkham Street and Centre Street, and more particularly described as Part 1 on Reference Plan 41R-8406.

**SCHEDULE "B"****CONSENT CONDITIONS**

In the case of an Application for Consent as made under Section 15, 45 and 53 of the Planning Act, R.S.O. 1990, as amended, as it affects the property located on the:

southwest corner of Pinkham Street and Centre Street, in the Village of Drumbo – municipally known as 32 Pinkham Street, being Part of Lots 4, 5 & 7, Block D, Registered Plan 104, Township of Blandford-Blenheim, formerly Township of Blenheim.

**CONDITIONS:**

1. *The County of Oxford Department of Public Works advise the Secretary-Treasurer of the Land Division Committee that all financial requirements of the County of Oxford with respect to the provision of water and sewer services to the subject property have been complied with. This condition can be cleared by payment for the required services or entering into a severance agreement with the area municipality which states that no building permit shall be issued until payment is made to the County. In order to clear this condition, a copy of the draft Severance Agreement which addresses the above requirements to the satisfaction of the County of Oxford Public Works Department must be provided to the Public Works Department.*
2. *The detached shed located on the lot to be severed shall be removed, to the satisfaction of the Township of Blandford-Blenheim.*
3. *The owners enter into a standard Severance Agreement with the Township of Blandford-Blenheim, to the satisfaction of the Township.*
4. *Drainage assessment re-apportionment be undertaken pursuant to Section 65 of The Drainage Act, R.S.O., 1990, at the applicant's expense, to the satisfaction of the Township of Blandford-Blenheim.*
5. *The Clerk of the Township of Blandford-Blenheim advise the Secretary-Treasurer of the Land Division Committee that all requirements of the Township, financial, services, and otherwise have been complied with.*
6. *All stated conditions must be satisfied pursuant to Subsection 41, of Section 53 of the Planning Act, RSO 1990, as amended, within one year from the date of this Notice of Decision. If all conditions are not met within one year, this Application for Consent shall be deemed to be refused. The required instruments must be presented for clarification pursuant to Subsection 42, of Section 53 of the Planning Act, RSO 1990, as amended, within one year from the date of this Notice of Decision. If the said instruments are not presented and certified within one year, the consent herein shall lapse.*

Dated this 4th day of September, 2008.

### SCHEDULE "C"

#### C.1 DRAINAGE

- a) Roof Drainage  
Roof drainage shall discharge onto the surface.
- b) Lot Drainage  
-surface flow to be in accordance with approved plan
- c) Foundation Drainage  
- one of the following alternatives is acceptable
  - i) sump pump, pumped over foundation wall and discharged by gravity to the Private Drain Connection (PDC)
  - ii) weeping tiles connected by gravity to PDC
- d) Storm Sewer PDC on Centre Street (Township Road Allowance) will be +/- 16m of 100mm PVC SDR 28 from the existing Branch H (200mm pipe) of the Drumbo Drainage Works 1993 to the property line including excavation, installation and restoration with topsoil and seed.
- e) All works described in Section C.1 – Drainage, are required to be completed prior to receiving a final release on the Lot Grading deposit.

#### C.2 DRIVEWAY

- a) Dimensions  
The minimum width shall be 3.5m and the maximum width is to be 6.0m. The Owner and or Lot Purchaser shall arrange with the Township for an entrance to the property by paying the standard installation fee of \$300 that will provide a curb cut in accordance with the dimensions listed above.
- b) Materials
  - 250mm minimum of Granular A
  - 50mm minimum HL3 asphalt or driveway paving stones, or 150mm reinforced concrete

#### C.3 BOULEVARD CONSTRUCTION

- a) Boulevard after house has been constructed and the lot grading completed shall be topsoiled and sodded

#### C.4 WATER WORKS

The County of Oxford will install an individual water service line for the lot from the main on the west side of Centre Street in Drumbo.

The following works will be performed:

1. Installation of a 19mm Type K Copper water service line with main stops and curb stops from the water main to the property line in accordance with the policies and procedures of the County of Oxford.

#### C.5 SEWER WORKS

The Owner shall arrange to have the County of Oxford's contractor construct a new sanitary service for the lot from the main in the centre of Centre Street in Drumbo.

The following works will be performed:

- a. Sanitary Service  
The Sanitary service will be 100mm PVC SDR28 (green pipe) to property line including excavation, supply, installation and restoration with topsoil and seed.

Consent Agreement  
S. McLelland

LEGEND

F.F.	DENOTES FINISHED FLOOR
T.F.	DENOTES TOP OF FOUNDATION
x 306.00	EXISTING ELEVATION
305.8	EXISTING GROUND CONTOUR
288.05	PROPOSED ELEVATION
→	DIRECTION OF SURFACE FLOW
→	PROPOSED SURFACE SWALE
— — — — —	ZONING LIMIT SETBACKS
LOCATION OF PUMP DISCHARGE	

GENERAL NOTES

1. THIS IS THE APPROVED PLAN IN ACCORDANCE WITH THE AGREEMENT. IT MAY BE CONSIDERED THE SITE SPECIFIC PLAN AS REQUIRED BY THE AGREEMENT PROVIDED THAT THE LOT IS DEVELOPED IN ACCORDANCE WITH THIS PLAN.
2. ELEVATIONS SHOWN ON THIS PLAN FOR FINISHED GRADES SHALL BE MAINTAINED.
3. LOCATION OF HOUSE MAY VARY WITHIN THE LIMITS SET BY THE ZONING BY-LAW AND PROVIDED THAT THE OVERALL DRAINAGE SCHEME IS MAINTAINED.
4. THE OWNER OR LOT PURCHASER SHALL ENSURE THAT ALL SERVICES ARE INSTALLED IN ACCORDANCE TO THE COUNTY AND TOWNSHIP STANDARDS AND THAT ALL ELEVATION SHALL SUIT THE HOUSE PRIOR TO CONSTRUCTION.
5. NO EXISTING SANITARY, WATER OR STORM SERVICES ARE AVAILABLE FOR THIS LOT. THE OWNER OR LOT PURCHASER WILL HAVE TO CONTACT THE TOWNSHIP AND THE COUNTY PRIOR TO INSTALLATION TO ARRANGE FOR INSPECTION.
6. NEW WATER SERVICE TO BE 15mm TYPE "M" COPPER COMPLETE WITH SERVICE SADDLE, MAIN STOP AND CURE STOP.
7. NEW SANITARY SEWER SERVICE TO BE 100mm PVC SRV 28 @ 2% GRADE COMPLETE WITH SADDLE ON SANITARY SEWER.
8. NEW STORM SEWER SERVICE TO BE 100 mm PVC SRV 28 @ 2% GRADE WITH SADDLE ON STORM SEWER.
9. ALL SERVICES TO BE INSTALLED IN ACCORDANCE WITH COUNTY OF OXFORD STANDARDS.

TOTAL LOT AREA = 597.97 sq. m  
TOTAL HOUSE AREA = 112.68 sq. m  
% OF LOT COVERAGE = 18.8%

BAL #1  
NAIL IN EAST SIDE OF HP, 7m NORTH  
OF NE CORNER NEW SEVERANCE  
ELEV 308.03

WATER VALVES

NOTE:  
OPTIMUM SLOPE  
MAXIMUM SLOPE  
MINIMUM GRADIENT  
MAXIMUM GRADIENT  
GRADE TRANSITIONS SHALL BE SMOOTH TO FACILITATE  
THE MOWING OPERATION

TYPICAL SECTION OF GRASS SWALE

USED FOR LOT DRAWING

NAME:	RENNEN
DATE:	08/08/08
DESIGNED BY:	K. SMART
CHEKED BY:	K. SMART
OWNER BY:	S. MCLELLAND
CHECKED BY:	K. SMART
FIELD BOOK:	



**MCLELLAND SEVERANCE APPLICATION**

8

K. SMART ASSOCIATES, LIMITED  
CONSULTING ENGINEERS AND PLANNERS  
KITCHENER SUBDIVISION, NEW LISKEARD RIVER

JULY 29 2009  
JOB NUMBER  
1 JF 1

APPROVED BY:  
K. SMART ENGINEER

RESTORE ROAD AND BOULEVARDS IN  
ACCORDANCE WITH TOWNSHIP OF BLANFORD  
BLENNIUM STANDARDS.

600mm DIA CB

200mm DIA A

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INV. 306.72

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THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1590-2009

Being a By-law to establish the 2009 final tax due date for capped property classes (Commercial, Industrial and Multi-residential) in The Township of Blandford-Blenheim.

**Whereas** the Township of Blandford-Blenheim adopted By-Law Number 1581-2009 which adopted of the following sections regarding tax installment due dates:

Section 5: That final taxes for residential, farmland, pipeline and managed forest classes, where such property assessments are not combined with commercial, industrial, large industrial and/or multi-residential classes shall become due and payable in two installments as follows: 21-Aug-09 and 23-Oct-09

Section 6: Taxes for all other Property Classes become due and payable as set out in Section 5; however, if the required 2009 capping adjustments are not available in time to comply with the due dates set out in Section 5, due dates shall be established by Council following receipt of the required 2009 capping adjustments.

**And Whereas**, capping adjustments were not available for other Property Classes in time to comply with the due dates set out in Section 5.

**And Whereas**, capping adjustments were made available for other Property Classes on August 21, 2009.

**And Whereas**, it is considered efficient and effective to have one installment due date for other Property Classes which coincides with the final tax installment due date for residential, farmland, pipeline and managed forest classes.

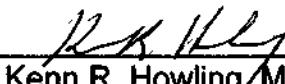
**Now Therefore**, the Council of the Township of Blandford-Blenheim enacts as follows:

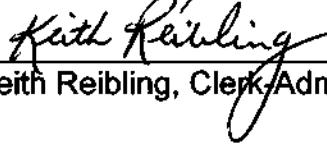
1. That final taxes for capped property classes (Commercial, Industrial and Multi-Residential) shall become due and payable in 1 installment being October 23, 2009.

By-law READ a FIRST and SECOND time this 2nd day of September, 2009.

By-law READ a THIRD time and ENACTED in Open Council this 2nd day of  
September, 2009.

(SEAL)

  
Kenn R. Howling, Mayor

  
Keith Reibling, Clerk/Administrator



Province  
of  
Ontario

D

**Document General**  
Form 4 — Land Registration Reform Act

507433

Number.....  
**CERTIFICATE OF REGISTRATION  
REGISTERED**

2009 -09- 04

8-42  
LAND REGISTRY  
ONLINE NO. 41  
LAND Registry

FOR OFFICE USE ONLY

(1) Registry  Land Titles  (2) Page 1 of 3 pages

(3) Property Identifier(s) Block Part of 00275 0013 Property

Additional:  
See  
Schedule

(4) Nature of Document

By-law Number 1591-2009

(5) Consideration

—nil—

Dollars \$

(6) Description

In the Township of Blandford-Blenheim, former Township of Blenheim, in the County of Oxford, being composed of Part of Lot 24, Concession 8, more particularly described as PART 1 on Reference Plan 41R-8390.

New Property Identifiers

Additional:  
See  
Schedule



Executions

Additional:  
See  
Schedule



(7) This Document Contains:

(a) Redescription  
New Easement  
Plan/Sketch

(b) Schedule for:  
Description

Additional  
Parties

Other

(8) This Document provides as follows:

See Township of Blandford-Blenheim By-law Number 1591-2009 attached.

Continued on Schedule

(9) This Document relates to instrument number(s)

(10) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

Y M D

THE CORPORATION OF THE TOWNSHIP

OF BLANDFORD-BLENHEIM (the "Township")

by its Clerk-Administrator Keith Reibling

*Keith Reibling*

2009 09 02

(11) Address for Service 47 Wilmot Street South, Drumbo, Ontario, N0J 1G0

(12) Party(ies) (Set out Status or Interest)

Name(s)

Signature(s)

Date of Signature

Y M D

(13) Address for Service

(14) Municipal Address of Property  
not applicable

(15) Document Prepared by:

Keith Reibling,  
Clerk-Administrator,  
Township of Blandford-  
Blenheim,  
47 Wilmot Street South,  
Drumbo, Ontario, N0J 1G0

FOR OFFICE USE ONLY

Fees and Tax

Registration Fee

60

Total

60

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1591-2009

Being a By-law to provide for the acquisition of lands to be used as part of the Township Road 8 highway allowance between Concessions 7 and 8, at Lot 24 (former Blenheim).

**WHEREAS** Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that the power to a municipality shall be interpreted broadly so as to confer broad authority on the municipality to govern its affairs as it considers appropriate.

**AND WHEREAS** Section 31 (6) to the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, states that if a municipality acquires land for the purpose of widening a highway, the land acquired forms part of the highway to the extent of the designated widening.

**AND WHEREAS** the Township of Blandford-Blenheim requires the said lands to widen Township Road 8 to accommodate improvements planned by the County of Oxford and the Township of Blandford-Blenheim for the intersection of Oxford Road 22 and Township Road 8.

**AND WHEREAS** the owners of the lands located in the South Part of Lot 24, Concession 8 (former Blenheim), being Derek Keith BECKER and Cassandra Faith BECKER have agreed to sell their property at a price of \$6,000.00 per acre for the lands zoned General Agricultural (A2). This offer to sell lands to the Township for road widening purposes was accepted by Resolution #25 of Council passed at their April 1, 2009 regular meeting providing direction and instruction to staff to proceed with the land purchase.

**NOW THEREFORE**, the Council of the Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That Council agrees to acquire a parcel of land, 2,443 square metres (26,297 square feet - .61 acres), to be used as part of the travelled road allowance (Township Road 8) located between Concessions 7 and 8, at Lot 24, (former Blenheim) more particularly described as follows:

PART 1 on a Reference Plan deposited in the Registry Division of Oxford (No. 41) as 41R-8390.

- 1.1 All that part of the said travelled road allowance described in Section 1 herein shall be purchased by the Township of Blandford-Blenheim from Derek Keith BECKER and Cassandra Faith BECKER for the sum of Three Thousand, Six Hundred and Sixty (\$3,660.00) DOLLARS.
2. That the parcel of land described in Section 1, being the widening of Township Road 8, is assumed as a municipal public highway for the use and benefit of the public.
3. That the parcel of land described in Section 1 herein, shall be named "Township Road 8".
4. That all survey costs and legal costs for preparing the transfer deed associated with the transaction shall be borne by the Township of Blandford-Blenheim.

By-law Number **1591-2009** Cont'd.:

By-law **READ a FIRST** and **SECOND** time this 2nd day of September, 2009.

By-law **READ a THIRD** time and **ENACTED** in Open Council this 2nd day of September, 2009.

  
\_\_\_\_\_  
Kenn R. Howling, Mayor

(SEAL)

  
\_\_\_\_\_  
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
**BY-LAW NUMBER 1592-2009**

Being a By-law to authorize establishing The Township of Blandford-Blenheim Police Services Board.

**WHEREAS** the Council of the Township of Blandford-Blenheim intends to enter into an agreement with the Ministry of Community Safety and Correctional Services of Ontario in accordance with Section 10 of the Police Services Act to provide Police Services to the municipality through contract policing with the Ontario Provincial Police.

**AND WHEREAS** Section 10. (2) of the Police Services Act, R.S.O. 1990, Chapter P.15, and amendments thereto, states that "In order for a municipality to enter into an agreement under this section, the municipality must have a board";

**AND WHEREAS** Section 27. (1) of the Police Services Act, R.S.O. 1990, Chapter P.15, and amendments thereto, provides that there shall be a police services board for every municipality that maintains a police force;

**AND WHEREAS** Section 27. (4) of the Police Services Act, R.S.O. 1990, Chapter P.15, and amendments thereto, provides for a maximum three-member board in a municipality whose population according to the last enumeration taken under section 15 of the Assessment Act does not exceed 25,000

**AND WHEREAS** Council deems it expedient to establish a Police Services Board for the Township of Blandford-Blenheim.

**NOW THEREFORE**, the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

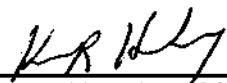
1. That a police service board to be known as The Township of Blandford-Blenheim Police Service Board shall be established.
2. The Police Service Board shall be considered an interim board pending the start up date of the Police Service with the OPP that will be mutually agreed upon between the existing service provider, the Oxford Community Police Service (OCPS) and the OPP.
3. The Three-member board shall consist of the following:
  - 3.1 The head of the municipal council or, if the head chooses not to be a member of the board, another member of the council appointed by resolution of the council.
  - 3.2 One person appointed by resolution of the council, who is neither a member of the council nor an employee of the municipality.
  - 3.3 One person appointed by the Lieutenant Governor in Council.

By-law Number **1592-2009** Cont'd.:

4. That this By-law shall come into force and effect on the final passing thereof.

By-law READ a FIRST and SECOND time this 7th day of October, 2009.

By-law READ a THIRD time and ENACTED in Open Council this 7th day of  
October, 2009.



Kenn R. Howling, Mayor

(SEAL)



Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
**BY-LAW NUMBER 1593-2009**

Being a By-law to authorize the execution of an Agreement between the Ministry of Community Safety and Correctional Services of Ontario ("Ontario") and The Corporation of the Township of Blandford-Blenheim ("the municipality") for the provision of Police Services.

**WHEREAS** Section 4. (1) and (4) (b) of the Police Services Act, R.S.O. 1990, Chapter P.15, and amendments thereto, provides that every municipality, (lower-tier municipalities in the County of Oxford), shall provide adequate and effective police services in accordance with its needs;

**AND WHEREAS** Section 5. (1) 5. of the Police Services Act, R.S.O. 1990, Chapter P.15, and amendments thereto, provides the authority for Council to enter into an agreement under Section 10, alone or jointly with one or more other Councils, to have police services provided by the Ontario Provincial Police;

**AND WHEREAS** the Council of the Corporation of the Township of Blandford-Blenheim enacted Resolution #5 at their October 17<sup>th</sup>, 2007 regular meeting accepting the contract policing proposal from the Ontario Provincial Police (OPP);

**AND WHEREAS** the Council of the Corporation of the Township of Blandford-Blenheim at subsequent meetings enacted Resolution #16 at their November 7<sup>th</sup>, 2007 regular meeting to specific Option #1 of the policing proposal and also enacted Resolution #19 at their August 6<sup>th</sup>, 2008 regular meeting to amend the policing proposal to show a decrease in civilian members required for "the municipality" as a result of three (3) rural municipalities joining the OPP for Police Services;

**AND WHEREAS** Council deems it advisable for "the municipality" to enter into an agreement with "Ontario" for the provision of Police Services.

**NOW THEREFORE**, the Municipal Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

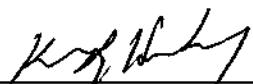
1. That The Corporation of the Township of Blandford-Blenheim enter into an Agreement with the Ministry of Community Safety and Correctional Services for Police Services, and that the said agreement (contract) shall be known as Schedule "A" attached hereto to this By-law.
2. That the Mayor and Clerk-Administrator be authorized and they are hereby instructed to execute on behalf of The Corporation of the Township of Blandford-Blenheim a Police Services Agreement dated October 7, 2009.

By-law Number **1593-2009** Cont'd.:

3. That this By-law shall come into force and effect on the final passing thereof.

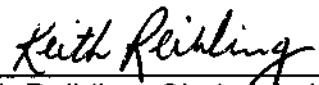
By-law **READ a FIRST** and **SECOND** time this 7th day of October, 2009.

By-law **READ a THIRD** time and **ENACTED** in Open Council this 7th day of October, 2009.



Kenn R. Howling, Mayor

(SEAL)



Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1594-2009

**PLATTSVILLE DRAINAGE WORKS 2007 – PHASE 1**

Being a by-law to amend the assessment schedules based on actual costs incurred for constructing the Plattsburg Drainage Works 2007 – Phase 1.

**WHEREAS** By-law Number 1526-2007 enacted the 4<sup>th</sup> day of July, 2007, provided for the construction of the Plattsburg Drainage Works 2007, Phase 1 and 2, based on the estimates contained in a drainage report dated March 31<sup>st</sup>, 2007, as submitted by Kenn Smart, P.Eng., from the firm of K. Smart Associates Limited.

The Drainage Works, Phase 1 only, were completed as per the Engineer's Report, and the total actual costs were \$5,156,839.53 to construct the Drainage Works. The Engineer's Estimated Costs to the construct the Drainage Works was \$4,063,087.00 including Regular and Special Assessments to County Roads 8 and 42 and the Township Streets. The total cost of the drainage works was reduced by \$406,684.52 that shall be allocated to the County and Township for improvements to the sewer and water system, realigning Mill Street in front of the arena, improvements to the front of the arena and curling club and extra paving costs on the roads and streets. The costs for the "Extra" Special Assessments of \$406,684.52 was deducted from the total actual cost of \$5,156,839.53, reducing the net Actual Costs to \$4,750,155.01 for pro-rata purposes. The Actual pro-rata cost to construct the Drainage Works was over the Estimated Costs by a sum of \$687,068.01 or 116.91% of the Engineer's Estimate.

The Drainage Act, R.S.O. 1990, Section 62 and amendments thereto, empowers Council to amend assessment schedules to provide proper contributions towards the drainage works based on actual costs on a pro-rata basis according to the assessments in the original estimate.

**NOW THEREFORE**, the Municipal Council of the Township of Blandford-Blenheim pursuant to The Drainage Act, R.S.O. 1990, and amendments thereto, enacts as follows:

1. The Assessments listed in the Actual Cost column shall be levied and assessed against the appropriate lands and roads.

By-law Number 1594-2009 Cont'd.:**SCHEDULE**

Roll #	Parcel of Land or Part Thereof	Total Amount Assessed	Total Actual Costs
Private Individual Landowners and Corporations (Pages 64 to 68 inclusive in the report - see Schedule "A" attached)		\$ 912,817.00	\$ 1,067,174.29
<b>Lands of the Thames Valley School Board:</b>			
020-080-034-00	N Pt 17, Conc. 13 (School)	\$ 12,718.00	\$ 14,868.61
-034-05	N Pt 17, Conc. 13 (Vacant Lot)	6,248.00	7,304.54
<b>Lands of the County of Oxford:</b>			
020-080-105-01	S Pt Lot 43, Plan 162 (Pumping Station)	\$ 4,969.00	\$ 5,809.26
-188-01	Lot 10, Plan 57 (Vacant Lot)	569.00	665.22
<b>Roads of the County of Oxford:</b>			
Albert Street and Douro Street (County Road 8 and 42)		\$ 185,861.00	\$ 217,290.10
Special Assessment to County Road 8 and 42		110,961.00	129,724.51
<b>Lands of the Municipality:</b>			
020-080-155-00	S Pt Lot 17, Conc. 13 (Arena)	\$ 10,819.00	\$ 12,648.49
- 155-00	Arena – To Balance (Rounding)	13.00	15.25
-156-00	S Pt Lot 17, Conc. 13 (Parking Lot -Tennis)	3,872.00	4,526.75
-156-05	S Pt Lot 17, Conc. 13 (Park – Parking Lot)	8,538.00	9,981.78
-157-00	S Pt Lot 17, Conc. 13 (Park behind arena)	5,056.00	5,910.97
-168-00	Pt. Lot 1 & 2, Plan 57 (Fire Station)	6,105.00	7,137.36
<b>Roads of the Municipality:</b>			
Township Streets in Plattsburg		\$1,228,111.00	\$1,435,784.57
Special Assessment to the Local Streets in Plattsburg		1,566,430.00	1,831,313.31
<b>SUB-TOTAL ASSESSMENT</b>		<b>\$ 4,063,087.00</b>	<b>\$4,750,155.01</b>

By-law Number 1594-2009 Cont'd.:**SCHEDULE**

Roll #	Parcel of Land or Part Thereof	Total Amount Assessed	Total Actual Costs
<b>"Extra Special Assessments:</b>			
<b>County of Oxford:</b>			
Roads	0	9,195.67	
Water and Sewage Improvements	0	54,994.14	
<b>Township of Blandford-Blenheim:</b>			
Roads	0	108,619.88	
Roads – Realign Mill Street (move sewer and water lines)	0	158,698.41	
Arena & Curling Club – New 6" water service, align sanitary	0	7,145.70	
Park – easterly end; New sanitary and water service (6")	0	10,597.99	
Arena & Curling Club – restoration of entrance, new parking lot	0	57,432.73	
<b>SUB-TOTAL "Extra" SPECIAL ASSESSMENTS</b>		<b>0</b>	<b>\$406,684.52</b>
<b>GRAND TOTALS</b>		<b>\$4,063,087.00</b>	<b>\$5,156,839.53</b>

2. The appropriate grants and allowances shall be deducted from the actual costs before sending the NET ASSESSMENT to the individual property owners.

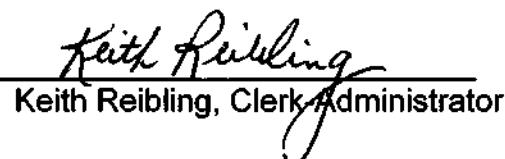
By-law READ a FIRST and SECOND time this 4<sup>th</sup> day of November, 2009.

By-law READ a THIRD time and ENACTED in Open Council this 4<sup>th</sup> day of November, 2009.



Kenn R. Howling, Mayor

(SEAL)



Keith Reibling, Clerk Administrator

## PLATTSVILLE DRAINAGE WORKS, 2007 (Phase 1)

## SCHEDULE A

FT	Roll #	OWNERNAME(1)	Phase	Actual Drain		
				2	Phase I Original Assessment	Cost Apportionment 116.91%
	3245-020-080-00121-0000	NITHALL FARMS LIMITED	**	**	1,114.00	1,302.38
	3245-020-080-00122-0000	NITHALL FARMS LIMITED	**	**	1,137.00	1,329.27
*	3245-020-080-00100-0000	NITHALL FARMS LIMITED		**	309.00	361.25
*	3245-020-080-00100-0000	NITHALL FARMS LIMITED	**	**	1,183.00	1,383.05
	3245-020-080-00178-0000	HUBER KEVIN JAMES	**	**	1,669.00	1,951.23
	3245-020-080-00180-0000	HALL DAVID JOHN	**	**	264.00	308.64
	3245-020-080-00184-0000	EAGLESON ALAN CRAIG	**	**	1,664.00	1,945.38
	3245-020-080-00186-0000	KOCH BRADLEY WILSON	**	**	1,678.00	1,961.75
	3245-020-080-00188-0000	HEUSTON NORMAN ALLEN MARK	**	**	1,701.00	1,988.64
	3245-020-080-00190-0000	KUBASSEK CHRISTIAN CARLISLE	**	**	1,673.00	1,955.90
	3245-020-080-00192-0000	REEVES WILLIAM DAVID	**	**	1,673.00	1,955.90
	3245-020-080-00196-0000	SMITH RANDOLPH ROY	**	**	1,673.00	1,955.90
	3245-020-080-00200-0000	CZECH MARION ELIZABETH	**	**	1,724.00	2,015.53
	3245-020-080-00300-0000	ROBINSON JEFFREY LORNE	**	**	1,687.00	1,972.27
	3245-020-080-00303-0000	RONGITS PETER FRANCIS	**	**	1,664.00	1,945.38
	3245-020-080-00400-0000	SHANTZ MARION LYNDA	**	**	1,682.00	1,966.43
	3245-020-080-00500-0000	BELL ROSS SEYMOUR	**	**	1,678.00	1,961.75
	3245-020-080-00510-0000	GILLIES GRAHAM ROBERT	**	**	1,659.00	1,939.54
	3245-020-080-00600-0000	ENGELS FRANS	**	**	2,255.00	2,636.32
	3245-020-080-00605-0000	STERE MARILEE ROSE	**	**	1,664.00	1,945.38
	3245-020-080-00700-0000	THOMSON KEVIN JAMES	**	**	1,678.00	1,961.75
	3245-020-080-00800-0000	SNIDER KERRY GREG	**	**	1,682.00	1,966.43
	3245-020-080-00900-0000	DOERING ALVIN HENRY	**	**	1,701.00	1,988.64
	3245-020-080-01000-0000	DRAGER HARVEY CHARLES	**	**	1,687.00	1,972.27
	3245-020-080-01100-0000	CASSAUBON JULIE MARIE	**	**	1,687.00	1,972.27
	3245-020-080-01200-0000	WAGNER NEIL ANTHONY	**	**	1,692.00	1,978.12
	3245-020-080-01300-0000	DUNK RICHARD EMERSON	**	**	1,687.00	1,972.27
	3245-020-080-01400-0000	COOZE BRIAN	**	**	1,687.00	1,972.27
	3245-020-080-01500-0000	MISSIONARY CHURCH	**	**	3,752.00	4,386.46
	3245-020-080-01600-0000	CARBORUNDUM ABRASIVES INC	**	**	16,649.00	19,464.35
	3245-020-080-02100-0000	CARBORUNDUM ABRASIVES INC	**	**	2,306.00	2,695.94
	3245-020-080-02200-0000	PECK'S TAPP & GRILL INC	**	**	1,742.00	2,036.57
	3245-020-080-02300-0000	KIDMAN KATHERINE NOELLE	**	**	1,692.00	1,978.12
	3245-020-080-02400-0000	HELM SCOTT CHARLES	**	**	1,687.00	1,972.27
	3245-020-080-02500-0000	HARMER JOEL TRAVIS	**	**	1,673.00	1,955.90
	3245-020-080-002600-0000	BARAKZAI SAIRA BIBI	**	**	1,678.00	1,961.75
	3245-020-080-02700-0000	HOFSTETTER MICHAEL NELSON	**	**	1,659.00	1,939.54
	3245-020-080-02800-0000	HEWITT JANICE LYNN	**	**	3,859.00	4,511.56
	3245-020-080-03094-0000	FRANK TERRANCE WILLIAM			537.00	627.81
	3245-020-080-03100-0000	1578651 ONTARIO LIMITED	**	**	25,891.00	30,269.17
	3245-020-080-03101-0000	BREITKOPF KARL ERIC	**	**	1,705.00	1,993.32
	3245-020-080-03200-0000	BAER TREVOR JOHN	**	**	1,692.00	1,978.12
	3245-020-080-03300-0000	MCADAM LEAH ELLEN MAE	**	**	1,719.00	2,009.68
	3245-020-080-03500-0000	WAGNER LAURINE MARIE	**	**	1,701.00	1,988.64
	3245-020-080-03600-0000	TILLEY CLAYTON LANCE	**	**	1,687.00	1,972.27
	3245-020-080-03700-0000	HOFSTETTER HARRY	**	**	1,687.00	1,972.27
	3245-020-080-03800-0000	LEEDER WAYNE	**	**	1,724.00	2,015.53
	3245-020-080-03900-0000	LAMONT DOUGLAS CHARLES	**	**	1,724.00	2,015.53
	3245-020-080-04000-0000	HEINTZ BRUCE DAVID	**	**	1,733.00	2,026.05
	3245-020-080-04100-0000	EDMONSTONE JUNE ELEANOR	**	**	1,687.00	1,972.27
	3245-020-080-04200-0000	DEDMAN RONALD EDWARD	**	**	1,687.00	1,972.27

3245-020-080-04400-0000	ELLIS SALLY JEAN	**	1,687.00	1,972.27
3245-020-080-04402-0000	PILLER PETER WALTER	**	1,664.00	1,945.38
3245-020-080-04404-0000	BURROUGH RICHARD ANTONIO J	**	1,664.00	1,945.38
3245-020-080-04500-0000	BULLOCK RUTH MARIE	**	1,678.00	1,961.75
3245-020-080-04600-0000	MOLLOY WALTER H JR	**	1,724.00	2,015.53
3245-020-080-04700-0000	BELL PATRICIA ELIZABETH	**	1,687.00	1,972.27
3245-020-080-04800-0000	PIGGOTT DAVID CHARLES	**	3,374.00	3,944.54
3245-020-080-04900-0000	KAASTRA CASPER JACK	**	1,761.00	2,058.79
3245-020-080-05000-0000	PETTIGREW DONALD MELVIN	**	7,792.00	9,109.63
3245-020-080-05100-0000	CANADA POST CORPORATION	**	6,711.00	7,845.83
3245-020-080-05200-0000	BRODA MARK TODD	**	4,987.00	5,830.30
3245-020-080-05300-0000	BROWN DOUGLAS JOHN	**	4,987.00	5,830.30
3245-020-080-05400-0000	CONNECTIONS PLUS COMMUNICATI	**	5,532.00	6,467.46
3245-020-080-05500-0000	ALVES GARY THEODORE	**	4,987.00	5,830.30
3245-020-080-05600-0000	NICHOLS DAWN ANN	**	4,987.00	5,830.30
3245-020-080-05800-0000	SMITHCAN INVESTMENTS INC	**	3,411.00	3,987.80
3245-020-080-06000-0000	CIBC DEVELOPMENT CORPORATION	**	2,274.00	2,658.53
3245-020-080-06100-0000	KWON SUN CHON	**	2,246.00	2,625.80
3245-020-080-06300-0000	WAGNER NEIL ANTHONY	**	3,346.00	3,911.81
3245-020-080-06400-0000	RIESBERRY WILLFRED GLENN	**	1,673.00	1,955.90
3245-020-080-06500-0000	DYNAMIC ROOFING (CAMBRIDGE)	**	3,401.00	3,976.11
3245-020-080-06600-0000	PIGGOTT DAVID CHARLES	**	7,856.00	9,184.45
3245-020-080-06700-0000	WILLS HEATHER DIANE	**	3,873.00	4,527.92
3245-020-080-07000-0000	LONG JAMES		2,769.00	3,237.24
3245-020-080-07100-0000	WILLIAMS GLYN DILWYN		4,987.00	5,830.30
3245-020-080-07101-0000	CORBETT STEPHEN JOHN		4,437.00	5,187.30
3245-020-080-07200-0000	DAVIDSON BRUCE WAYNE		5,005.00	5,851.35
3245-020-080-07300-0000	ELLIS ARTHUR ROY		5,024.00	5,873.56
3245-020-080-07400-0000	SEEBACH ANDREW		4,987.00	5,830.30
3245-020-080-07500-0000	WOOD EDWARD ARTHUR		4,969.00	5,809.26
3245-020-080-07502-0000	GLENDINNING JEFFREY WILLIAM		2,778.00	3,247.76
3245-020-080-07600-0000	DAVIE BRUCE LESLIE		4,969.00	5,809.26
3245-020-080-07601-0000	CALDER JOHN ROY		4,969.00	5,809.26
3245-020-080-07603-0000	THOMSON JAMES WAYNE		4,969.00	5,809.26
3245-020-080-07700-0000	HASKETT GREGORY ALVIN		4,987.00	5,830.30
3245-020-080-07710-0000	PETTIGREW KIMBERLY ROSE		4,437.00	5,187.30
3245-020-080-07800-0000	WILKINSON ALBERT RICHARD		4,987.00	5,830.30
3245-020-080-07900-0000	SHUNAMON LOIS ELIZABETH		4,987.00	5,830.30
3245-020-080-08000-0000	CAMPBELL WILLIAM JAMES		4,987.00	5,830.30
3245-020-080-08100-0000	EARL RICHARD ALLAN		4,987.00	5,830.30
3245-020-080-08200-0000	JACKSON WAYNE		4,987.00	5,830.30
3245-020-080-08300-0000	SMITH ALEXANDRIA		5,024.00	5,873.56
3245-020-080-08400-0000	TIKEL ROBERT MICHIAL		4,987.00	5,830.30
3245-020-080-08501-0000	VANMANEN JENNIFER		4,987.00	5,830.30
3245-020-080-08600-0000	GOFTON CLAYTON W ESTATE	**	1,724.00	2,015.53
3245-020-080-08700-0000	HESS GORDON CARROLL	**	1,687.00	1,972.27
3245-020-080-09700-0000	415518 ONTARIO LIMITED	**	509.00	595.07
3245-020-080-09800-0000	HAMILTON DEREK JOHN	**	1,659.00	1,939.54
3245-020-080-10200-0000	DUFTON JOHN HAROLD	**	2,759.00	3,225.55
3245-020-080-10300-0000	HILL HEATHER ANNE	**	5,555.00	6,494.35
3245-020-080-10400-0000	DAHMS STEVEN DELROY	**	1,701.00	1,988.64
3245-020-080-10600-0000	SETTATREE KENNETH EDWARD		5,024.00	5,873.56
3245-020-080-10700-0000	WHITE BRADLEY RONALD		4,987.00	5,830.30
3245-020-080-10702-0000	CARRIER SHAWN TELESPHERE		4,987.00	5,830.30
3245-020-080-10800-0000	ELSBY MICHAEL		4,987.00	5,830.30
3245-020-080-10900-0000	BAER JEFFREY JAMES		4,437.00	5,187.30
3245-020-080-11000-0000	BROWN HELEN JEAN		5,024.00	5,873.56

3245-020-080-11005-0000	ORMEROD-COMEAU CRYSTAL L M	1,687.00	1,972.27
3245-020-080-11100-0000	BAUMAN JEREMY DAMON	4,987.00	5,830.30
3245-020-080-11200-0000	ALDERSON WILLIAM MC KAY	5,024.00	5,873.56
3245-020-080-11300-0000	CASSELLI JOHN ROBERT	3,887.00	4,544.29
3245-020-080-11302-0000	HEIMBECKER LEE MARVIN	3,882.00	4,538.45
3245-020-080-11304-0000	LACKENBAUER HAROLD ANTHONY	3,887.00	4,544.29
3245-020-080-11400-0000	SALDANHA JUSTIN STEPHEN	4,964.00	5,803.41
3245-020-080-11500-0000	WESSELING FREDERICK ANTHONY	4,954.00	5,791.72
3245-020-080-11600-0000	SWIECH KENNETH	4,954.00	5,791.72
3245-020-080-11700-0000	ARMSTRONG JAMES HAROLD	4,959.00	5,797.57
3245-020-080-11806-0000	HALLMAN RUSSELL BAIRD	**	1,669.00
3245-020-080-11900-0000	REMPEL STEVEN JAMES	4,987.00	5,830.30
3245-020-080-12000-0000	LUCKHARDT KAREN LEIGH	4,987.00	5,830.30
3245-020-080-12100-0000	BRANIFF MICHELE MARY B	**	1,687.00
3245-020-080-12101-0000	CARTER ANDREW ALLEN	**	1,678.00
3245-020-080-12105-0000	DOERING EVELYN KATHLEEN	**	1,128.00
3245-020-080-12110-0000	YOUNMANS CYNTHIA	**	1,682.00
3245-020-080-12200-0000	DIETRICH SANDRA MARY	4,987.00	5,830.30
3245-020-080-12400-0000	JOHNSTON KENNETH JOHN	4,987.00	5,830.30
3245-020-080-12500-0000	HALEY ANDREW ROLAND	4,987.00	5,830.30
3245-020-080-12600-0000	VANDERFLEET JOHN PETER	4,987.00	5,830.30
3245-020-080-12700-0000	DAVIDSON KENNETH MC ALLISTER	4,987.00	5,830.30
3245-020-080-12800-0000	WEIGEL TREVOR JOHN	4,987.00	5,830.30
3245-020-080-12900-0000	UNITED CHURCH PLATTSVILLE	6,156.00	7,196.98
3245-020-080-13000-0000	SMITH TRACY ANN	4,978.00	5,819.78
3245-020-080-13010-0000	HEARNS JEFFREY ALLEN	4,978.00	5,819.78
3245-020-080-13100-0000	GAULTON BARRY BAXTER	5,009.00	5,856.02
3245-020-080-13110-0000	DUNK JAMES EDWARD	4,978.00	5,819.78
3245-020-080-13200-0000	FROM DAVID WILLIAM	4,978.00	5,819.78
3245-020-080-13300-0000	FLEMING STEPHEN JAMES	4,978.00	5,819.78
3245-020-080-13400-0000	CHAMBERS BRADY JOHN	4,978.00	5,819.78
3245-020-080-13500-0000	BEEMER JAMES RUSSELL	4,982.00	5,824.46
3245-020-080-13600-0000	WOOTTON GERALD RALPH	5,009.00	5,856.02
3245-020-080-13700-0000	CURRAH WAYNE CARTER	5,005.00	5,851.35
3245-020-080-13900-0000	BELL CANADA	5,001.00	5,846.67
3245-020-080-14000-0000	QUIRING PETER REDDEKOP	5,015.00	5,863.04
3245-020-080-14001-0000	MISENER SYLVIA VICTORIA	4,987.00	5,830.30
3245-020-080-14003-0000	MOSER GUY	4,987.00	5,830.30
3245-020-080-14100-0000	MORGAN SUZANNE OLIVE	4,987.00	5,830.30
3245-020-080-14200-0000	JACKSON MARGARET ELIZABETH	4,987.00	5,830.30
3245-020-080-14300-0000	MALO RONALD JOSEPH	4,987.00	5,830.30
3245-020-080-14400-0000	HOUSE JOHN EDWARD	5,024.00	5,873.56
3245-020-080-14500-0000	MOSS BENJAMIN FREDERICK	4,987.00	5,830.30
3245-020-080-14600-0000	CHAMBERS ROBERT EDWIN	4,978.00	5,819.78
3245-020-080-14700-0000	DOWSON JUNE PAMELA	1,678.00	1,961.75
3245-020-080-14800-0000	THOMAS BILLIE JOHN	4,987.00	5,830.30
3245-020-080-14900-0000	BERNIER ARMAND PETER	5,024.00	5,873.56
3245-020-080-15000-0000	BEUERMANN MARY LOUISE	4,987.00	5,830.30
3245-020-080-15100-0000	GLENDINNING JEFFREY WILLIAM	9,521.00	11,131.00
3245-020-080-15110-0000	REDMAN JANET BERNADET	4,987.00	5,830.30
3245-020-080-15200-0000	KELLENDONK PETER HERBERT	4,987.00	5,830.30
3245-020-080-15300-0000	BERNER DAVID ANDREW	4,987.00	5,830.30
3245-020-080-15400-0000	STEISS DOUGLAS RAYMOND	4,987.00	5,830.30
3245-020-080-15401-0000	HUBER PATRICIA LYNN	4,987.00	5,830.30
3245-020-080-15402-0000	MATHEWS DAVID MARTIN	4,987.00	5,830.30
3245-020-080-15800-0000	YOUNMANS JEFFERY BARRY	5,009.00	5,856.02
3245-020-080-15900-0000	REINHART NORMA VERNA	4,978.00	5,819.78

3245-020-080-16000-0000	REINHART CHRISTOPHER ALLAN		4,978.00	5,819.78
3245-020-080-16100-0000	DAVIDSON SHAWN LEE	**	1,669.00	1,951.23
3245-020-080-16200-0000	GLENDINNING MICHELLE DAWN		4,996.00	5,840.82
3245-020-080-16205-0000	ROE JASON JAMES		4,978.00	5,819.78
3245-020-080-16300-0000	PRICE ALAN JOHN		4,978.00	5,819.78
3245-020-080-16320-0000	LEISKAU CHERYL ANN		4,978.00	5,819.78
3245-020-080-16400-0000	LUCKHARDT JEFFREY PAUL		4,982.00	5,824.46
3245-020-080-16500-0000	LEWIS KYLE DAVID	**	4,973.00	5,813.93
3245-020-080-17000-0000	LEITE GEORGE TRUSTEE		8,985.00	10,504.36
3245-020-080-17200-0000	PLATTSVILLE GRIST MILL LTD		9,048.00	10,578.02
3245-020-080-17300-0000	KROPF ANDREW ELTON		4,992.00	5,836.15
3245-020-080-17301-0000	HARTLEIB WALTER SCOTT		4,987.00	5,830.30
3245-020-080-17400-0000	HAMILTON JOHN CHARLES		5,015.00	5,863.04
3245-020-080-17500-0000	SMITH SADIE HELEN		4,455.00	5,208.34
3245-020-080-17600-0000	PAYNE TREVOR JOHN		5,009.00	5,856.02
3245-020-080-17605-0000	KINDREE CHRISTOPHER JOHN		4,987.00	5,830.30
3245-020-080-17700-0000	SHANTZ NICHOLAS WALTER		4,987.00	5,830.30
3245-020-080-17800-0000	BALDWIN MICHAEL ANDREW		4,987.00	5,830.30
3245-020-080-17900-0000	DUNKER JAMES		4,987.00	5,830.30
3245-020-080-18000-0000	HALL DARREN JEFFREY, DANIELLE EI	**	5,005.00	5,851.35
3245-020-080-18100-0000	BENDER MATTHEW HENRY	**	1,705.00	1,993.32
3245-020-080-18300-0000	HABEL BEATRICE PEARL		4,474.00	5,230.55
3245-020-080-18400-0000	VANNATTER WILLIAM JEFFREY		5,005.00	5,851.35
3245-020-080-18600-0000	HARMER JUNE MIRIAM EST.		4,987.00	5,830.30
3245-020-080-18700-0000	CAMPBELL DOUGLAS DYSON	**	1,687.00	1,972.27
3245-020-080-19000-0000	WHITEAW DOUGLAS NELSON		5,073.00	5,930.84
3245-020-080-19002-0000	WILSON JEFFREY DOUGLAS		5,024.00	5,873.56
3245-020-080-19004-0000	KEEBLE TINA DENISE		5,028.00	5,878.23
3245-020-080-19200-0000	MAIR KAREN LYNN		1,678.00	1,961.75
3245-020-080-19300-0000	GRAHAM JENNIFER ELIZABETH		4,987.00	5,830.30
3245-020-080-19400-0000	HALL GORDON WAYNE		4,987.00	5,830.30
3245-020-080-19500-0000	GEISEL DAVID ALAN		4,987.00	5,830.30
3245-020-080-19600-0000	ORMEROD-COMEAU CRYSTAL L M		5,015.00	5,863.04
3245-020-080-19700-0000	RIDDELL DANIEL GEORGE		4,987.00	5,830.30
3245-020-080-20100-0000	HASKETT GREGORY ALVIN		5,042.00	5,894.60
3245-020-080-20200-0000	BAKER JOHN EFWARD		4,973.00	5,813.93
3245-020-080-20300-0000	LANGER BARRY JOSEPH		4,973.00	5,813.93
3245-020-080-20400-0000	MAIR DAVID TYRELL		5,024.00	5,873.56
3245-020-080-20401-0000	GLENDINNING ROBERT DOUGLAS		4,474.00	5,230.55
3245-020-080-20500-0000	CZECH AARON MATTHEW		4,973.00	5,813.93
3245-020-080-20502-0000	HINK EDWARD JAMES		1,687.00	1,972.27
3245-020-080-20505-0000	CALDECOTT RUSSELL WILLIAM		1,114.00	1,302.38
3245-020-080-20600-0000	ROBERTSON GEORGETTE GIBSON		4,978.00	5,819.78
3245-020-080-20800-0000	HOFSTETTER BRANDON GEORGE		5,024.00	5,873.56
3245-020-080-20900-0000	DEJONGE LEENDERT KORNELUIS		4,987.00	5,830.30
3245-020-080-21000-0000	MEREDITH DAVID EDWIN		5,005.00	5,851.35
3245-020-080-21100-0000	BRABY JASON VAUGHN		4,987.00	5,830.30
3245-020-080-21200-0000	RIVAS GERALD FRANCIS		4,987.00	5,830.30
3245-020-080-21300-0000	HINK EDWARD JAMES		4,987.00	5,830.30
3245-020-080-21400-0000	LEWIS FRANKLIN ALEXANDER		4,987.00	5,830.30
3245-020-080-21500-0000	ALLEN MICHELLE CLARE		4,987.00	5,830.30
3245-020-080-21600-0000	KUNKEL CORY WILLIAM		4,969.00	5,809.26
3245-020-080-21700-0000	GIESE HAROLD WARREN		4,969.00	5,809.26
3245-020-080-21800-0000	REAVELY VIKKI LEE		4,987.00	5,830.30
3245-020-080-21900-0000	CALDECOTT RUSSELL WILLIAM		4,987.00	5,830.30
3245-020-080-22000-0000	UNITED CHURCH PLATTSVILLE		1,705.00	1,993.32
3245-020-080-22100-0000	MCNORTON TERRY		4,987.00	5,830.30

3245-020-080-22200-0000	DAWSON DOUGLAS CARL	4,987.00	5,830.30
3245-020-080-22300-0000	GLENDINNING JEFFREY WILLIAM	4,954.00	5,791.72
3245-020-080-38900-0000	1578651 ONTARIO LIMITED	** 19,798.00	23,145.84
<b>PRIVATE INDIVIDUAL LANDOWNERS AND CORPORATIONS</b>		<b>912,817.00</b>	<b>1,067,174.29</b>

**Notes:**

- 1 All of the above lands noted with an asterisk (\*) are classified as agricultural and have the Farm Tax Rate (FT)
- 2 Properties marked with double asterick (\*\*) part of Phase 2 (2013).

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1595-2009

**HAMILTON DRAIN IMPROVEMENT 2009**

Being a By-law to amend the assessment schedules based on actual costs incurred for constructing the Hamilton Drain Improvement 2009.

**WHEREAS** By-law Number 1574-2009 enacted the 3rd day of June, 2009, provided for the construction of the Hamilton Drain Improvement 2009, based on the estimates contained in a drainage report dated March, 2009, as submitted by Tom Pridham, P.Eng., from the firm of R.J. Burnside & Associates Ltd.

The Drainage Works were completed as per the Engineer's Report, and the total actual costs to construct the Drainage Works were \$112,899.00. The Engineer's Estimated Costs to construct the Drainage Works was \$115,000.00 less \$22,250.00 for work on Oxford County Road No. 8 and \$10,750.00 for work on Blandford Road for a net cost of \$82,000.00. The Actual Costs for the Special Assessments was \$20,047.00 for Oxford County Road No. 8 and \$9,255.00 for Blandford Road reducing the net Actual Costs to \$83,597.00 for pro-rata purposes. The Actual pro-rata cost to construct the Drainage Works was over the Estimated Costs by a sum of \$1,597 or 101.95% of the Engineer's Estimate.

The Drainage Act, R.S.O. 1990, Section 62 and amendments thereto, empowers Council to amend assessment schedules to provide proper contributions towards the drainage works based on actual costs on a pro-rata basis according to the assessments in the original estimate.

**NOW THEREFORE**, the Municipal Council of the Township of Blandford-Blenheim pursuant to The Drainage Act, R.S.O. 1990, and amendments thereto, enacts as follows:

1. The Assessments listed in the Actual Cost column shall be levied and assessed against the appropriate lands and roads.

**SCHEDULE "A"**

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED	TOTAL ACTUAL COSTS
10	E. Pt. 7 (L. & L. Capling)	\$ 16,332.00	\$ 16,650.47
10	W. Pt. 7 (J. Arnott)	12,923.00	13,175.00
11	S. Pt. 7 (Arnhome Farms Ltd.)	13,816.00	14,085.41
11	6 (Rathview Farms Ltd.)	15,518.00	15,820.60
10	N. Pt. 6 (R. Skrypetz)	4,377.00	4,462.35
10	N. Pt. 6 (W. & M. Murphy)	230.00	234.49
11	S ½ 5 (A. & M. Orriens)	<u>1,920.00</u>	<u>1,957.44</u>
<b>SUB-TOTAL</b>		<b>\$ 65,116.00</b>	<b>\$ 66,385.76</b>

SCHEDULE "A"

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED	TOTAL ACTUAL COSTS
Roads of Municipality – Blandford Road	\$ 6,799.00	\$ 6,929.58	
Roads of County – Oxford County Road No. 8	<u>10,085.00</u>	<u>10,281.66</u>	
<b>SUB-TOTAL</b>	<b>\$ 82,000.00</b>	<b>\$ 83,597.00</b>	
Special Assessments:			
– Oxford County Road No. 8	22,250.00	20,047.00	
– Township – Blandford Rd.	<u>10,750.00</u>	<u>9,255.00</u>	
<b>TOTAL ASSESSMENT - TOWNSHIP OF BLANDFORD-BLENHEIM</b>	<b><u>\$115,000.00</u></b>	<b><u>\$112,899.00</u></b>	

2. The appropriate grants and allowances shall be deducted from the actual costs before sending the NET ASSESSMENT to the individual property owners.

By-law READ a FIRST and SECOND time this 4<sup>th</sup> day of November, 2009.

By-law READ a THIRD time and ENACTED in Open Council this 4<sup>th</sup> day of November, 2009.

  
Kern R. Howling, Mayor

(SEAL)

  
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1596-2009

**HILGERS DRAINAGE WORKS**

Being a By-law to amend the assessment schedules based on actual costs incurred for constructing the Hilgers Drainage Works.

**WHEREAS** By-law Number 1575-2009 enacted the 3rd day of June, 2009, provided for the construction of the Hilgers Drainage Works, based on the estimates contained in a drainage report dated March, 2009, as submitted by Tom Pridham, P.Eng., from the firm of R.J. Burnside & Associates Ltd.

The Drainage Works were completed as per the Engineer's Report, and the total actual costs to construct the Drainage Works were \$60,041.00. The Engineer's Estimated Costs to construct the Drainage Works was \$61,500 less \$2,000.00 for work on Oxford County Road No. 22 for a net cost of \$58,041.00. The Actual Costs for the Special Assessments was \$2,000.00 resulting in the net Actual Costs to \$60,041.00 for pro-rata purposes. The Actual pro-rata cost to construct the Drainage Works was under the Estimated Costs by a sum of \$1,459.00 or 97.55% of the Engineer's Estimate.

The Drainage Act, R.S.O. 1990, Section 62 and amendments thereto, empowers Council to amend assessment schedules to provide proper contributions towards the drainage works based on actual costs on a pro-rata basis according to the assessments in the original estimate.

**NOW THEREFORE**, the Municipal Council of the Township of Blandford-Blenheim pursuant to The Drainage Act, R.S.O. 1990, and amendments thereto, enacts as follows:

1. The Assessments listed in the Actual Cost column shall be levied and assessed against the appropriate lands and roads.

**SCHEDULE "A"**

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED	TOTAL ACTUAL COSTS
12	N. Pt. 1 (United Church Cemetery)	\$ 124.00	\$ 120.96
	N. Pt. 1 (United Church)	373.00	363.86
13	S. Pt. 1 (M. Hilgers)	27,231.00	26,563.84
	S. Pt. 1 (G. Baggery)	249.00	242.90
	S. Pt. 1 (R. & T. Drake)	1,997.00	1,948.07
	N ½ 1 (D. & V. Wilkinson)	<u>1,415.00</u>	<u>1,380.33</u>
SUB-TOTAL		\$31,389.00	\$30,619.97

SCHEDULE "A"

CONCESSION	PARCEL OF LAND OR PART THEREOF	TOTAL AMOUNT ASSESSED	TOTAL ACTUAL COSTS
Roads of Municipality – Twp. Rd. 13		\$ 434.00	\$ 422.12
Roads of County – Oxford Rd. 22		<u>27,677.00</u>	<u>26,998.91</u>
SUB-TOTAL		\$ 59,500.00	\$ 58,041.00
Special Assessment - Oxford Road 22		<u>2,000.00</u>	<u>2,000.00</u>
<b>TOTAL ASSESSMENT - TOWNSHIP OF BLANDFORD-BLENHEIM</b>		<b><u>\$61,500.00</u></b>	<b><u>\$60,041.00</u></b>

2. The appropriate grants and allowances shall be deducted from the actual costs before sending the NET ASSESSMENT to the individual property owners.

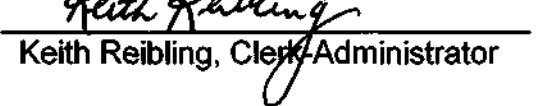
By-law READ a FIRST and SECOND time this 4<sup>th</sup> day of November, 2009.

By-law READ a THIRD time and ENACTED in Open Council this 4<sup>th</sup> day of November, 2009.

(SEAL)



Kenn R. Howling, Mayor



Keith Reibling, Clerk Administrator

**THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1597-2009**

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Section 6.4 to By-law Number 1360-2002, as amended, is hereby amended by adding Section 6.4.2 at the end thereof:

#### **6.4.2 LOCATION: Part Lot 18, Concession 1 (Blenheim), A1-G2**

#### **6.4.2.1 Time Period for a Garden Suite:**

Maximum - November 4, 2009 to November 4, 2019.

**6.4..2.2 Notwithstanding any provision of this by-law to the contrary, no person shall within any A1-G2 Zone use any lot, or erect, alter or use any building or structure for any purpose except in accordance with the following provisions:**

#### **6.4.2.2.1 Interior Side Yard Setback (north lot line).**

**Minimum -** 3.6 m ( 12 .0 ft) .

6.4.2.2.2 All other provisions of the A1 Zone in Section 6.2 and all other relevant provisions contained in this Zoning By-law shall continue to apply mutatis mutandis.”

2. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 4<sup>th</sup> day of November, 2009.

READ a third time and finally passed this 4th day of November, 2009.

(SEAL)

Kenn Howling, Mayor

~~Keith Reibling, Clerk-Administrator~~

# SCHEDULE "A"

TO BY-LAW No. 1597-2009

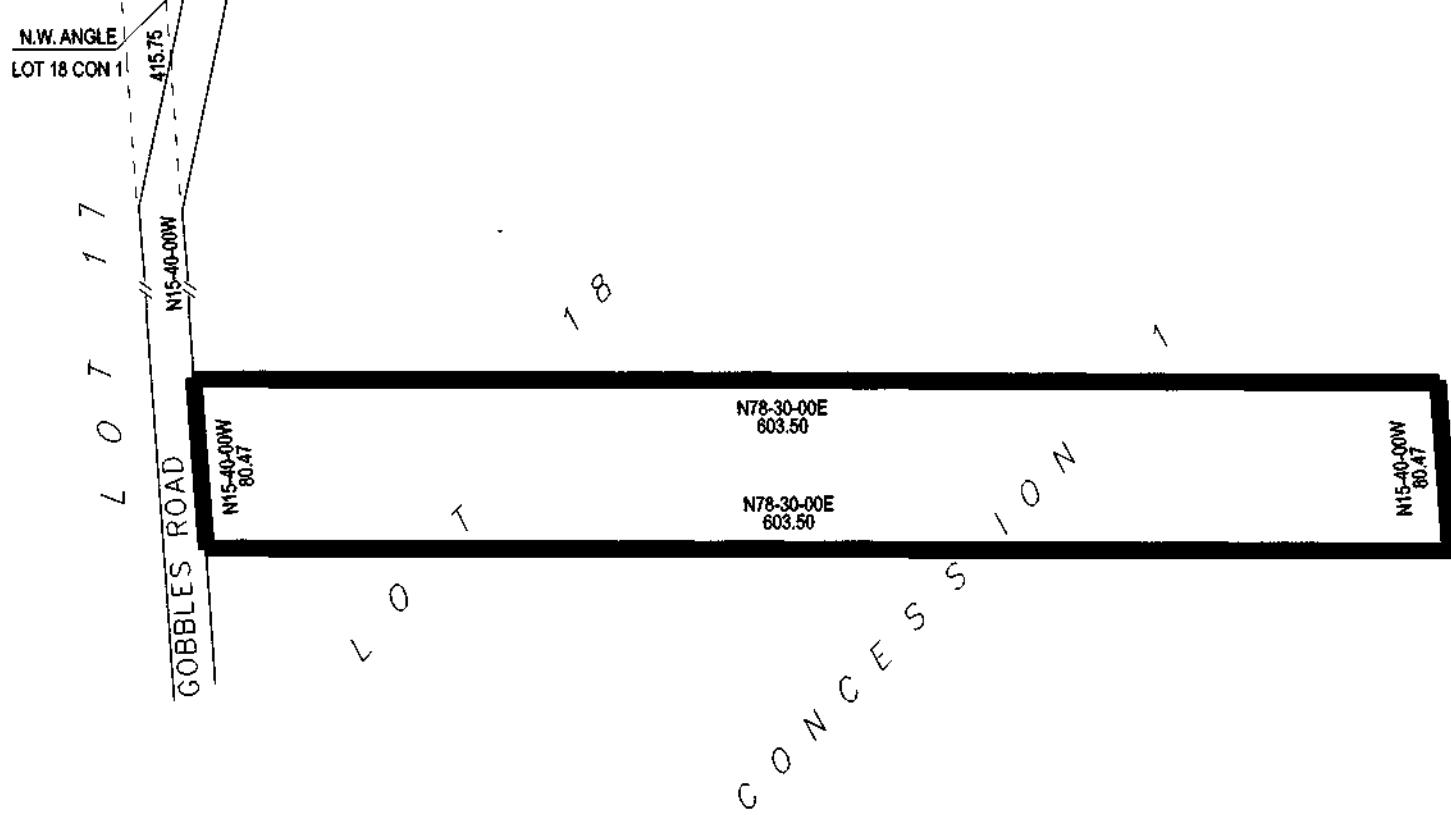
PART LOT 18, CONCESSION 1 (BLENHEIM)

TOWNSHIP OF BLANDFORD-BLENHEIM



CONCESSION 2

TOWNSHIP ROAD 2



THIS IS SCHEDULE "A"

TO BY-LAW No. 1597-2009, PASSED

THE 4TH DAY OF NOVEMBER, 2009

Kenn Howling MAYOR

Keith Reibling CLERK-ADMINISTRATOR

AREA OF ZONE CHANGE TO A1-G2

NOTE: ALL DIMENSIONS IN METRES

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1597-2009

EXPLANATORY NOTE

The purpose of By-Law Number 1597-2009 is to rezone property consisting of Part Lot 18, Concession 1 (Blenheim) and municipally known as 855102 Gobles Road, from "Limited Agricultural Zone (A1)" to a "Special Limited Agricultural Zone (A1-G2)" to permit development of a Garden Suite (mobile home) to be occupied by the retired parents of the lot owners for a maximum 10-year period, ending November 4, 2019, unless further extension is permitted by Township Council. A special provision for a reduced interior side yard (north lot line) is included to allow a 3.6 m (12 ft) setback to the lot line.

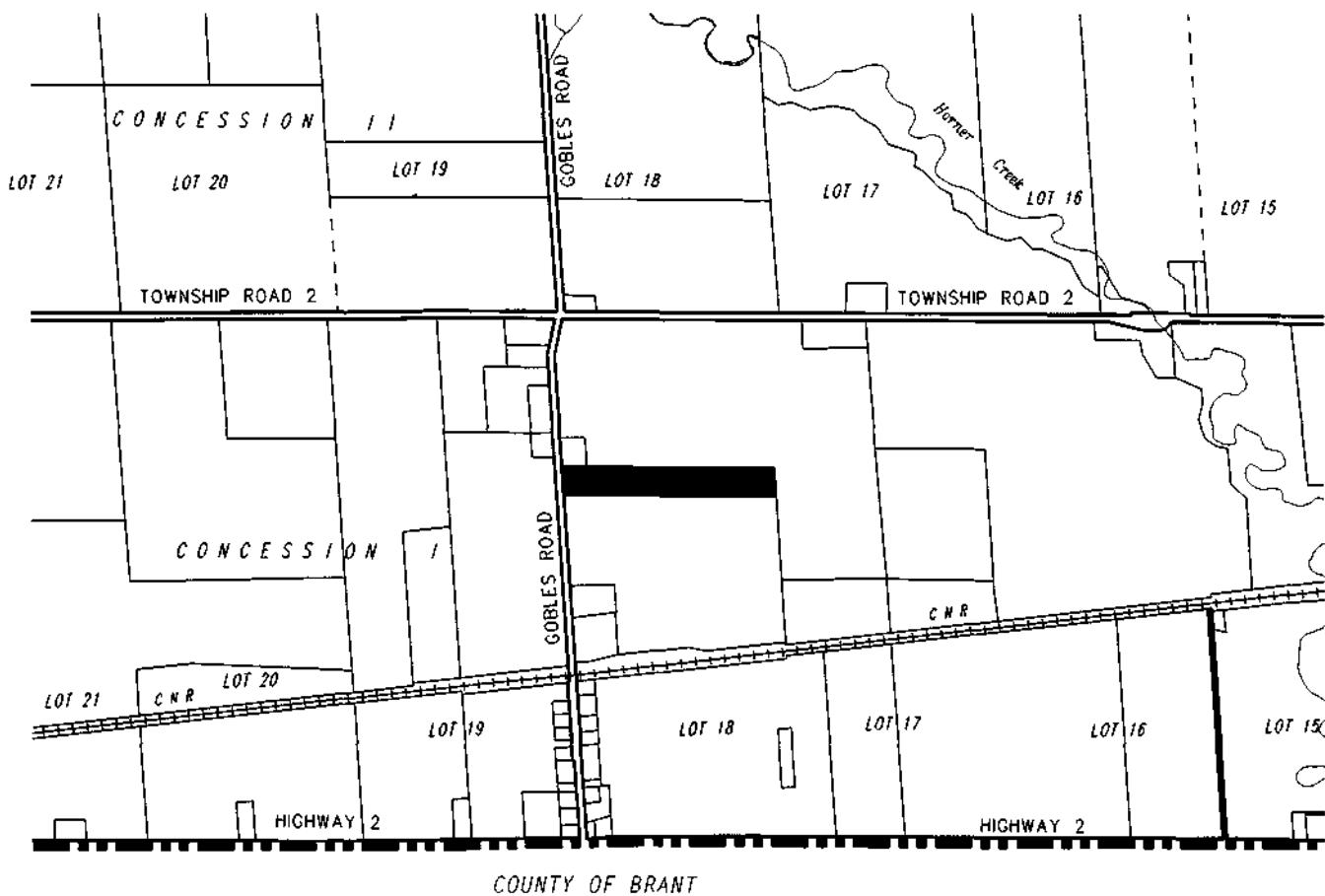
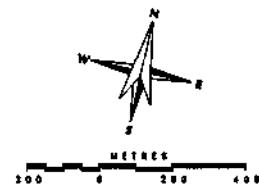
The Township of Blandford-Blenheim, after conducting the public hearing necessary to consider the application of Edward and Andrea VanNatter, adopted the amending By-law Number 1597-2009. The public hearing was held on November 4, 2009.

Any person wishing further information relative to Zoning By-Law Number 1597-2009 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347

# KEY MAP



LANDS TO WHICH BY-LAW No. 1597-2009 APPLIES

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1598-2009

**A By-Law to amend Zoning By-Law Number 1360-2002, as amended.**

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002, as amended, is hereby amended by changing to 'RR-11' the zone symbol of the lands so designated 'RR-11' on Schedule "A" attached hereto.
  2. That Section 9.5 to By-Law Number 1360-2002, as amended is hereby amended by adding the following subsection at the end thereof.

**"9.5.11 LOCATION: PART LOT 1, CONCESSION 3 (BLANDFORD), RR-11**

- 9.5.11.1 Notwithstanding any provision of this By-Law to the contrary, no person shall within any RR-11 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

- all uses permitted in Section 9.1 of this By-Law.

- 9.5.11.2 Notwithstanding any provision of this By-Law to the contrary, no person shall within any RR-11 Zone use any lot, or erect, alter or use any building or structure for any purpose except in accordance with the following provisions:

### **9.5.11.2.1    LOT FRONTAGE**

**MINIMUM -** 10.6m (34.7 ft).

- 9.5.11.2.2 All the other provisions of the RR Zone in Section 9.2 and all other relevant provisions contained in this By-law shall continue to apply mutatis mutandis.”

3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

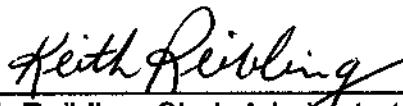
READ a first and second time this 18<sup>th</sup> day of November, 2009.

READ a third time and finally passed this 18<sup>th</sup> day of November, 2009.



Kenn Howling, Mayor

(SEAL)



Keith Reibling, Clerk-Administrator

# SCHEDULE "A"

TO BY-LAW No. 1598-2009

PART LOT 1, CONCESSION 3 (BLANDFORD)

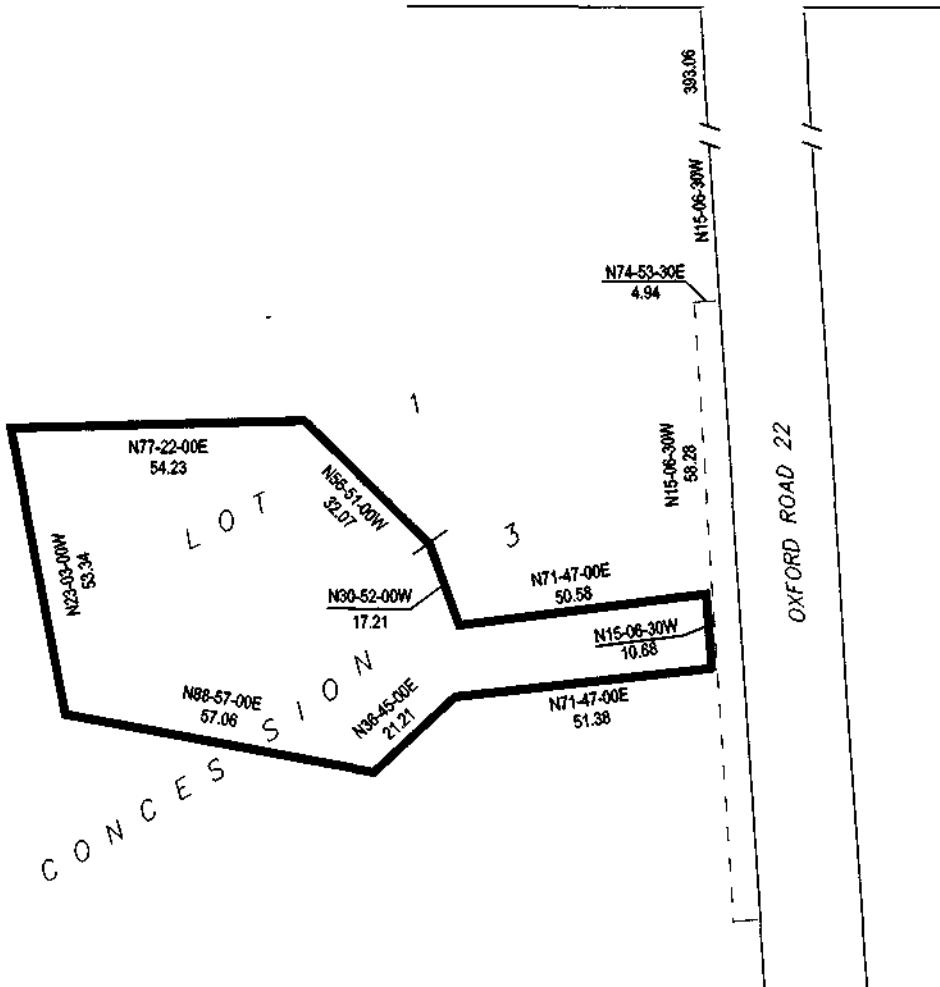
TOWNSHIP OF BLANDFORD-BLENHEIM



METRES

160 0 160 320

TOWNSHIP ROAD 4



THIS IS SCHEDULE "A"

TO BY-LAW No. 1598-2009, PASSED

THE 18th DAY OF NOVEMBER, 2009



AREA OF ZONE CHANGE TO RR-11

NOTE: ALL DIMENSIONS IN METRES

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER 1598-2009

EXPLANATORY NOTE

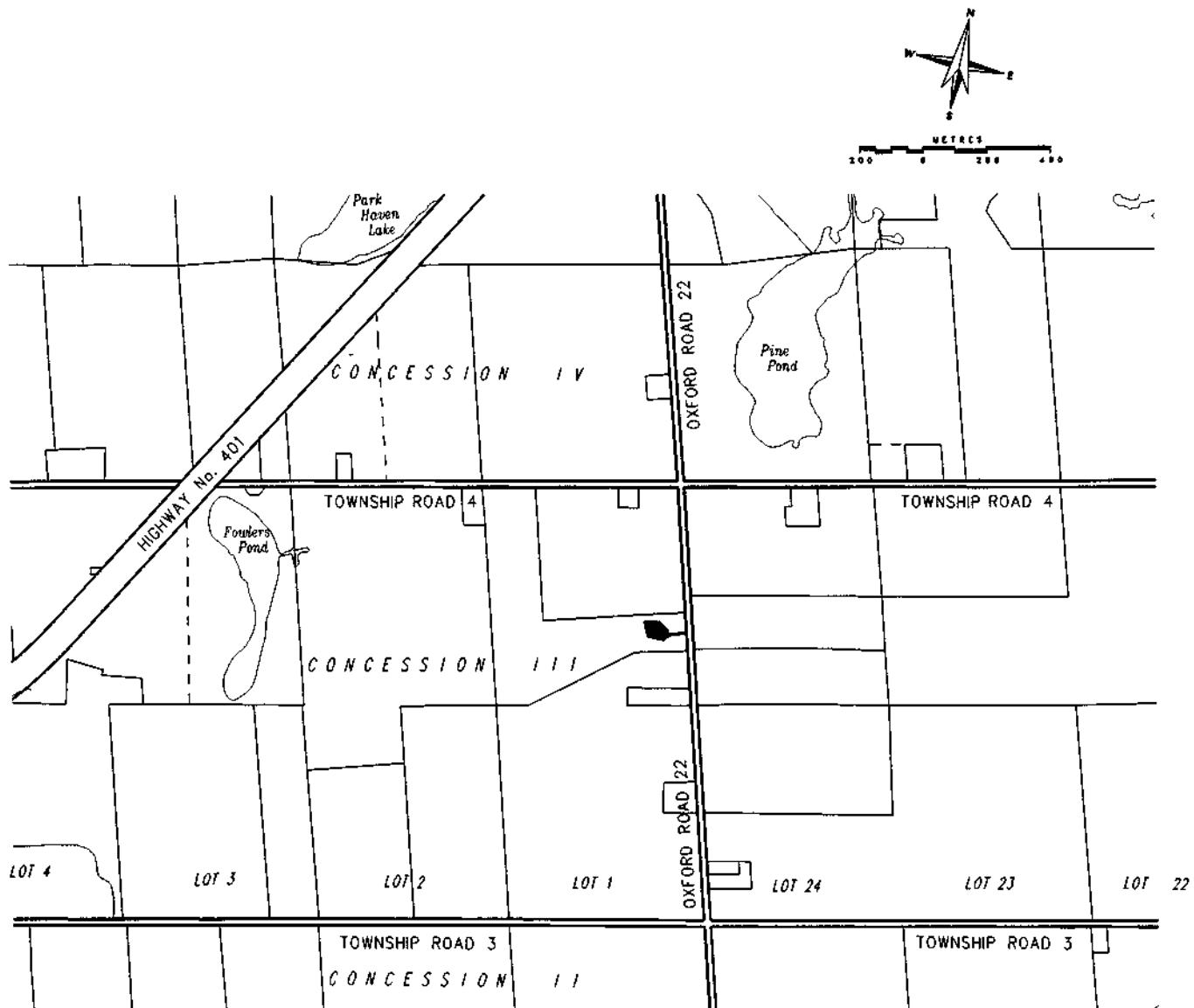
The purpose of By-Law Number 1598-2009 is to rezone property consisting of part of Lot 1, Concession 3 (Blandford), municipally known as 815369 Oxford Road 22, from "General Agricultural Zone (A2)" to "Special Rural Residential Zone (RR-11)" to implement the recent decision of the Oxford Land Division Committee concerning the application for consent (#B-17/09; R. & M. Takacs) to permit a farm lot addition, resulting in the retention of a surplus farm dwelling. A special provision is included to accommodate a reduced lot frontage of 10.6 m (34.7 ft), in place of the 35m (114.8 ft) standard.

The Township of Blandford-Blenheim, after conducting the public hearing necessary to consider the application of Richard and Martha Takacs, adopted the amending By-law Number 1598-2009. The public hearing was held on October 7, 2009.

Any person wishing further information relative to Zoning By-Law Number 1598-2009 may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0  
Telephone: 463-5347

# KEY MAP



LANDS TO WHICH BY-LAW No. 1598-2009 APPLIES

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1599-2009

**KUNTZE DRAIN 2009 - REIBLING CROSSING**

Being a By-law to amend the assessment schedules based on actual costs incurred for constructing the Kuntze Drain 2009 - Reibling Crossing.

**WHEREAS** By-law Number 1577-2009 enacted the 2nd day of September, 2009, provided for the construction of the Kuntze Drain 2009 - Reibling Crossing, based on the estimates contained in a drainage report dated April 9, 2009, as submitted by John Kuntze, P.Eng., from the firm of K. Smart Associates Limited.

The Drainage Works were completed as per the Engineer's Report, and the total actual costs to construct the Drainage Works were \$26,319.80. The Engineer's Estimated Costs to construct the Drainage Works was \$26,000.00. Actual Costs for pro-rata purposes amounted to \$26,319.80. The Actual pro-rata cost to construct the Drainage Works was over the Estimated Costs by a sum of \$319.80 or 101.23% of the Engineer's Estimate.

The Drainage Act, R.S.O. 1990, Section 62 and amendments thereto, empowers Council to amend assessment schedules to provide proper contributions towards the drainage works based on actual costs on a pro-rata basis according to the assessments in the original estimate.

**NOW THEREFORE**, the Municipal Council of the Township of Blandford-Blenheim pursuant to The Drainage Act, R.S.O. 1990, and amendments thereto, enacts as follows:

1. The Assessments listed in the Actual Cost column shall be levied and assessed against the appropriate lands and roads.

**SCHEDULE "A"**

CONCESSION	PARCEL OF LAND OR PART THEREOF (010-040)	TOTAL AMOUNT ASSESSED	TOTAL ACTUAL COSTS
Con 12	Lot 10 (-04300) L. Peat	\$ 59.00	\$ 59.73
Con 12	Lot 8 (-05600) W. Ferguson	\$ 23.00	\$ 23.28
Con 12	Lot 9 (-05700) M. Hilgers	\$ 176.00	\$ 178.16
Con 13	Lot 8 (-06200) D. Reibling	\$ 10,556.00	\$ 10,685.84
Con 13	Lot 9 (-06300) M. Zehr	\$ 2.00	\$ 2.02
Con 13	Lot 9 (-06400) K. Ropp	\$ 178.00	\$ 180.19
Con 13	Lot 9 (-06410) Solast Energy Corp.	\$ 10.00	\$ 10.12
Con 13	Lot 7, 8 (-06900) M. Hilgers	\$ 111.00	\$ 112.37
Con 13	Lot 8 (-07000) L. Currah	\$ 102.00	\$ 103.25

By-law Number 1599-2009 Cont'd.:

Con 13	Lot 9 (-07200) A. Roy	\$ 45.00	\$ 45.55
Con 13	Lot 9 (-07201) Den-Lee Farms Ltd.	\$ 123.00	\$ 124.51
Con 13	Lot 9 (-07800) G. Ross	\$ 117.00	\$ 118.44
Con 14	Lot 8 (-07900) Stone Lane Farms Inc.	\$ 181.00	\$ 183.23
Con 14	Lot 7 (-08400) R. Gerber	\$ 119.00	\$ 120.46
Con 14	Lot 8 (-08500) P. Gerber	<u>\$ 209.00</u>	<u>\$ 211.57</u>
	SUB-TOTAL Assessment on Lands	\$ 12,011.00	\$ 12,158.72
Twp Blandford-Blenheim – ½ Oxford Waterloo Rd		\$ 18.00	\$ 18.26
County of Oxford – ½ Oxford Rd 5		\$ 55.00	\$ 55.68
Twp Blandford-Blenheim – Township Rd. 14		\$ 30.00	\$ 30.37
Twp Blandford-Blenheim – Township Rd. 13		<u>\$ 26.00</u>	<u>\$ 26.33</u>
	SUB-TOTAL Assessment on Roads	\$ 129.00	\$ 130.64
<b>TOTAL ASSESSMENT - TOWNSHIP OF BLANDFORD-BLENHEIM</b>		<b><u>\$12,140.00</u></b>	<b><u>\$12,289.36</u></b>
<b>TOWNSHIP OF EAST ZORRA-TAVISTOCK</b>			
Assessment on Lands		\$ 8,073.00	\$ 8,172.32
Assessment on Roads		<u>\$ 685.00</u>	<u>\$ 693.43</u>
<b>SUB-TOAL – Township of East Zorra-Tavistock</b>		<b><u>\$ 8,758.00</u></b>	<b><u>\$ 8,865.75</u></b>
<b>TOWNSHIP OF WILMOT</b>			
Assessment on Lands		\$ 1,198.00	\$ 1,212.72
Assessment on Roads		<u>\$ 163.00</u>	<u>\$ 165.00</u>
<b>SUB-TOAL – Township of Wilmot</b>		<b><u>\$ 1,361.00</u></b>	<b><u>\$ 1,377.72</u></b>
<b>TOWNSHIP OF PERTH EAST</b>			
Assessment on Lands		\$ 3,448.00	\$ 3,490.37
Assessment on Roads		<u>\$ 293.00</u>	<u>\$ 296.60</u>
<b>SUB-TOAL – Township of Perth East</b>		<b><u>\$ 3,741.00</u></b>	<b><u>\$ 3,786.97</u></b>
<b>TOTAL ASSESSMENT</b>		<b><u>\$26,000.00</u></b>	<b><u>\$ 26,319.80</u></b>

By-law Number 1599-2009 Cont'd.:

2. The appropriate grants and allowances pertaining to the Township of Blandford-Blenheim shall be deducted from the actual costs before sending the NET ASSESSMENT to the individual property owners.
3. The appropriate grants pertaining to the lands and roads in the Township of East Zorra-Tavistock, Township of Perth East and the Township of Wilmot shall be deducted from the actual costs before sending the total NET ASSESSMENT (Amount Due) to the respective municipalities.

By-law READ a FIRST and SECOND time this 18<sup>th</sup> day of November, 2009.

By-law READ a THIRD time and ENACTED in Open Council this 18<sup>th</sup> day of

November, 2009.

(SEAL)

  
\_\_\_\_\_  
Kenn R. Howling, Mayor

  
\_\_\_\_\_  
Keith Reibling, Clerk-Administrator

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
**BY-LAW NUMBER 1600-2009**

Being a By-law to fix salaries, wages, and other employment matters to be paid to Council members, employees, various officers and servants of the municipality for the year(s) 2010 and 2011.

**WHEREAS** Section 8 of the Municipal Act, S.O. 2001, Chapter 25, and amendments thereto, provides that the power to a municipality shall be interpreted broadly so as to confer broad authority on the municipality to enable the municipality to govern its affairs as it considers appropriate.

**AND WHEREAS** the municipality has several employees, officers and servants employed to provide services for the Council and residents of the municipality.

**AND WHEREAS** Council deems it advisable to establish by By-law the salaries, wages, and other employment matters to be paid to Council members, employees, various officers and servants of the municipality for a 2 year period.

**NOW THEREFORE** the Council of The Corporation of the Township of Blandford-Blenheim enacts as follows:

1. That the salaries and wages for Full-time and Part-time employees to be paid for the years 2010 and 2011 shall be as set forth in Schedule "A" attached hereto. The Road Supervisor and Equipment Operator/Labourers shall work a 40 hour work week when this by-law takes effect.
2. That the salaries and travel allowance for Council members to be paid for the years 2010 and 2011 shall be as set forth in Schedule "B" attached hereto.
3. That the salaries and wages for the Fire Department employees to be paid for the years 2010 and 2011 shall be as set forth in Schedule "C" attached hereto.
4. That the salaries and wages for the Fence-Viewers, Livestock Valuers, Property Standards Committee and Office Custodian to be paid for the years 2010 and 2011, as well as provisions for By-law Enforcement, Inspector, Municipal Prosecutor and the Dog By-law shall be as set forth in Schedule "D" attached hereto.
5. All other employment matters such as clothing allowances, overtime provisions, travel allowances, convention and seminar policies etc. to be paid for the years 2010 and 2011 shall be as set forth in Schedule "E" attached hereto.

By-law Number 1600-2009 Cont'd.:

6. That the actual salaries and wages paid to individual employees contained in Schedule "A" attached hereto shall not be released as public information in accordance to provisions contained in the Municipal Freedom of Information and Protection of Privacy Act.
7. That minor amendments to any portion of this by-law during the term of the by-law may be done by resolution of Council.
8. That the provisions of this by-law are deemed to have taken full force and effect on the 19th day of December, 2009 and shall remain in force until repealed.
9. By-law Number 1545-2008 enacted the 2<sup>nd</sup> day of January, 2008, is hereby repealed.
10. By-law Number 1586-2009 enacted the 5<sup>th</sup> day of August, 2009, is hereby repealed.
11. That this by-law may be cited as the Township of Blandford-Blenheim 2010 and 2011 Salary and Wage By-law.

By-law **READ a FIRST** and **SECOND** time this 16th day of December, 2009.

By-law **READ a THIRD** time and **ENACTED** in Open Council this 16th day of December, 2009.

  
\_\_\_\_\_  
Kenn R. Howling, Mayor

(SEAL)

  
\_\_\_\_\_  
Keith Reibling, Clerk-Administrator

# SALARY SCHEDULE - TOWNSHIP OF BLANDFORD-BLENHEIM FOR 2010

**EFFECTIVE WITH THE PAY PERIOD THAT INCLUDES JANUARY 1ST, 2010.**

LEVEL	Point Range	Position	Start Rate Step 1	STEP 2	STEP 3	STEP 4	STEP 5	Job Rate (hourly) STEP 6
A	751-800	No one in this range						
B	701-750	Clerk-Administrator	\$43.26	\$44.77	\$46.34	\$47.96	\$49.64	\$51.38
C	651-700	Treasurer/Collector	\$36.94	\$38.23	\$39.57	\$40.96	\$42.39	\$43.87
D	601-650	Fire Chief	\$33.81	\$34.99	\$36.22	\$37.49	\$38.80	\$40.17
		Road Manager						
E	551-600	Chief Building Official/Drainage Supt. & By-Law Enforcement Officer	\$31.54	\$32.64	\$33.79	\$34.97	\$36.19	\$37.46
		Facility Manager						
F	501-550	Road Supervisor	\$24.88	\$25.75	\$26.65	\$27.58	\$28.55	
G	451-500	Deputy Clerk/CEMC Building Inspector	\$24.66	\$25.53	\$26.43	\$27.35	\$28.31	
H	401-450	Accounting Clerk Adm. Assistant to Clerk-Adm.	\$21.60	\$22.36	\$23.14	\$23.95		
I	351-400	Equipment Operator/Labourer Facility Attendant	\$20.14	\$20.84	\$21.57	\$22.33		
J	301-350	No one in this range	\$19.11	\$19.78	\$20.47	\$21.19		
K	251-300	No one in this range	\$18.18	\$18.82	\$19.47	\$20.16		
L	201-250	Labourer/Op-Arena (Part-Time/Cas.) Labourer/Op-Roads (Part-Time/Cas.)	\$17.28	\$17.88	\$18.51			
M	151-200	Labourer (General -All Departments) - Part-Time and Casual	\$11.52	\$11.92	\$12.34			

Position	Start	Second Year	Third Year and Over
Students 18 years of age and over	Minimum Wage	Minimum Wage + \$0.15	Minimum Wage + \$0.25
Students under 18 years of age	Minimum Wage	Minimum Wage + \$0.15	Minimum Wage + \$0.25

The Fire Chief and Building Inspector is a shared position.

SCHEDULE "A", Page 1 to BY-LAW # 1600-2009

# SALARY SCHEDULE - TOWNSHIP OF BLANDFORD-BLENHEIM FOR 2010

**EFFECTIVE WITH THE PAY PERIOD THAT INCLUDES JANUARY 1ST, 2010.**

LEVEL	Point Range		Start Rate	STEP 2	STEP 3	STEP 4	STEP 5	Job Rate (hourly) STEP 6
			Step 1					
A	751-800	No one in this range						
B	701 - 750	Clerk-Administrator	\$43.26	\$44.77	\$46.34	\$47.96	\$49.64	\$51.38
			1	\$78,733	\$81,489	\$84,341	\$87,293	\$90,348
C	651-700	Treasurer/Collector	\$36.94	\$38.23	\$39.57	\$40.96	\$42.39	\$43.87
			1	\$67,231	\$69,584	\$72,019	\$74,540	\$77,149
D	601-650	Fire Chief	\$33.81	\$34.99	\$36.22	\$37.49	\$38.80	\$40.17
		Road Manager	2	\$65,930	\$68,237	\$70,625	\$73,097	\$75,656
			3	\$70,325	\$72,786	\$75,334	\$77,970	\$80,699
E	551-600	Chief Building Official/Drainage Supt.	\$31.54	\$32.64	\$33.79	\$34.97	\$36.19	\$37.46
		& By-Law Enforcement Officer	2	\$61,503	\$63,656	\$65,884	\$68,189	\$70,576
		Facility Manager						
F	501-550	Road Supervisor	\$24.88	\$25.75	\$26.65	\$27.58	\$28.55	
			3	\$51,750	\$53,562	\$55,436	\$57,377	\$59,385
G	451-500	Deputy Clerk/CEMC	\$24.66	\$25.53	\$26.43	\$27.35	\$28.31	
		Building Inspector	1	\$44,881	\$46,470	\$48,097	\$49,780	\$51,522
			2	\$48,087	\$49,790	\$51,532	\$53,336	\$55,203
H	401-450	Accounting Clerk	\$21.60	\$22.36	\$23.14	\$23.95		
		Adm. Assistant to Clerk-Adm.	1	\$39,312	\$40,688	\$42,112	\$43,586	
I	351-400	Equipment Operator/Labourer	\$20.14	\$20.84	\$21.57	\$22.33		
		Facility Attendant	2	\$39,273	\$40,648	\$42,070	\$43,543	
			3	\$41,891	\$43,357	\$44,875	\$46,446	
J	301-350	No one in this range		\$19.11	\$19.78	\$20.47	\$21.19	
			N/A					
K	251-300	No one in this range		\$18.18	\$18.82	\$19.47	\$20.16	
			N/A					
L	201-250	Labourer/Op-Arena (Part-Time/Cas.)	\$17.28	\$17.88	\$18.51			
		Labourer/Op-Roads (Part-Time/Cas.)	N/A					
M	151-200	Labourer (General -All Departments)	\$11.52	\$11.92	\$12.34			
		- Part-Time and Casual	N/A					

Position	Start	Second Year	Third Year and Over	
Students 18 years of age and over	N/A	Minimum Wage	Minimum Wage + \$0.15	Minimum Wage + \$0.25
Students under 18 years of age	N/A	Minimum Wage	Minimum Wage + \$0.15	Minimum Wage + \$0.25

The Fire Chief and Building Inspector is a shared position.

## SCHEDULE "A", Page 1.a) to BY-LAW # 1600-2009

Code 1 - Indicates the approximate annual earnings for a 35-hour workweek - 1820 hours per year

Code 2 - Indicates the approximate annual earnings for a 37.5-hour workweek - 1950 hours per year

Code 3 - Indicates the approximate annual earnings for a 40 hour workweek - 2080 hours per year

**SALARY SCHEDULE - TOWNSHIP OF BLANDFORD-BLENHEIM FOR 2011**

**EFFECTIVE WITH THE PAY PERIOD THAT INCLUDES DECEMBER 31ST, 2010.**

<b>LEVEL</b>	<b>Point Range</b>		<b>Start Rate Step 1</b>	<b>STEP 2</b>	<b>STEP 3</b>	<b>STEP 4</b>	<b>STEP 5</b>	<b>Job Rate (hourly) STEP 6</b>
A	751-800	No one in this range						
B	701-750	Clerk-Administrator	\$44.34	\$45.89	\$47.50	\$49.16	\$50.88	\$52.66
C	651-700	Treasurer/Collector	\$37.86	\$39.19	\$40.56	\$41.98	\$43.45	\$44.97
D	601-650	Fire Chief	\$34.65	\$35.86	\$37.12	\$38.42	\$39.76	\$41.16
		Road Manager						
E	551-600	Chief Building Official/Drainage Supt. & By-Law Enforcement Officer	\$32.33	\$33.46	\$34.63	\$35.84	\$37.10	\$38.40
		Facility Manager						
F	501-550	Road Supervisor	\$25.50	\$26.39	\$27.32	\$28.27	\$29.26	
G	451-500	Deputy Clerk/CEMC	\$25.28	\$26.17	\$27.09	\$28.04	\$29.02	
		Building Inspector						
H	401-450	Accounting Clerk	\$22.14	\$22.91	\$23.72	\$24.55		
		Adm. Assistant to Clerk-Adm.						
I	351-400	Equipment Operator/Labourer	\$20.64	\$21.37	\$22.12	\$22.89		
		Facility Attendant						
J	301-350	No one in this range	\$19.59	\$20.28	\$20.99	\$21.72		
K	251-300	No one in this range	\$18.63	\$19.28	\$19.96	\$20.66		
L	201-250	Labourer/Op-Arena (Part-Time/Cas.)	\$17.71	\$18.33	\$18.97			
		Labourer/Op-Roads (Part-Time/Cas.)						
M	151-200	Labourer (General -All Departments)	\$11.81	\$12.22	\$12.65			
		- Part-Time and Casual						

Position	Start	Second Year	Third Year and Over
Students 18 years of age and over	Minimum Wage	Minimum Wage + \$0.15	Minimum Wage + \$0.25
Students under 18 years of age	Minimum Wage	Minimum Wage + \$0.15	Minimum Wage + \$0.25

The Fire Chief and Building Inspector is a shared position.

# SALARY SCHEDULE - TOWNSHIP OF BLANDFORD-BLENHEIM FOR 2011

**EFFECTIVE WITH THE PAY PERIOD THAT INCLUDES DECEMBER 31ST, 2010.**

LEVEL	Point Range		Start Rate	STEP 2	STEP 3	STEP 4	STEP 5	Job Rate (hourly) STEP 6
			Step 1					
A	751-800	No one in this range						
B	701 - 750	Clerk-Administrator	\$44.34	\$45.89	\$47.50	\$49.16	\$50.88	\$52.66
			1	\$80,699	\$83,523	\$86,447	\$89,472	\$92,604
C	651-700	Treasurer/Collector	\$37.86	\$39.19	\$40.56	\$41.98	\$43.45	\$44.97
			1	\$68,905	\$71,317	\$73,813	\$76,396	\$79,070
D	601-650	Fire Chief	\$34.65	\$35.86	\$37.12	\$38.42	\$39.76	\$41.16
		Road Manager	2	\$67,568	\$69,932	\$72,380	\$74,913	\$77,535
			3	\$72,072	\$74,595	\$77,205	\$79,908	\$82,704
E	551-600	Chief Building Official/Drainage Supt.	\$32.33	\$33.46	\$34.63	\$35.84	\$37.10	\$38.40
		& By-Law Enforcement Officer	2	\$63,044	\$65,250	\$67,534	\$69,897	\$72,344
		Facility Manager						
F	501-550	Road Supervisor	\$25.50	\$26.39	\$27.32	\$28.27	\$29.26	
			3	\$53,040	\$54,896	\$56,818	\$58,806	\$60,865
G	451-500	Deputy Clerk/CEMC	\$25.28	\$26.17	\$27.09	\$28.04	\$29.02	
		Building Inspector	1	\$46,010	\$47,638	\$49,305	\$51,031	\$52,817
			2	\$49,296	\$51,041	\$52,827	\$54,676	\$56,590
H	401-450	Accounting Clerk	\$22.14	\$22.91	\$23.72	\$24.55		
		Adm. Assistant to Clerk-Adm.	1	\$40,295	\$41,705	\$43,165	\$44,676	
I	351-400	Equipment Operator/Labourer	\$20.64	\$21.37	\$22.12	\$22.89		
		Facility Attendant	2	\$40,248	\$41,672	\$43,130	\$44,640	
			3	\$42,931	\$44,450	\$46,005	\$47,616	
J	301-350	No one in this range		\$19.59	\$20.28	\$20.99	\$21.72	
			N/A					
K	251-300	No one in this range		\$18.63	\$19.28	\$19.96	\$20.66	
			N/A					
L	201-250	Labourer/Op-Arena (Part-Time/Cas.)	\$17.71	\$18.33	\$18.97			
		Labourer/Op-Roads (Part-Time/Cas.)	N/A					
M	151-200	Labourer (General -All Departments)	\$11.81	\$12.22	\$12.65			
		- Part-Time and Casual	N/A					

Position	Start	Second Year	Third Year and Over
Students 18 years of age and over	N/A	Minimum Wage	Minimum Wage + \$0.15
Students under 18 years of age	N/A	Minimum Wage	Minimum Wage + \$0.15

The Fire Chief and Building Inspector is a shared position.

## SCHEDULE "A", Page 2.a) to BY-LAW # 1600-2009

Code 1 - Indicates the approximate annual earnings for a 35-hour workweek - 1820 hours per year

Code 2 - indicates the approximate annual earnings for a 37.5-hour workweek - 1950 hours per year

Code 3 - indicates the approximate annual earnings for a 40 hour workweek - 2080 hours per year

By-law Number **1600-2009**

**SCHEDULE "B"**

**2010 COUNCIL RATES**

	Per Annum
<b><u>MAYOR</u></b>	\$1,553.34 per month      (\$18,640.00)
<b><u>COUNCILLORS</u></b>	\$1,040.92 per month      (\$12,491.00)

Effective January 1st, 2010.

Plus 47¢ per kilometre for the distance travelled in the performance of such duties outside the municipality apart from attendance at general or specific meetings by Council.

**2011 COUNCIL RATES**

	Per Annum
<b><u>MAYOR</u></b>	\$1,592.17 per month      (\$19,106.00)
<b><u>COUNCILLORS</u></b>	\$1,066.92 per month      (\$12,803.00)

Effective January 1st, 2011.

Plus 47¢ per kilometre for the distance travelled in the performance of such duties outside the municipality apart from attendance at general or specific meetings by Council.

Approved by Council December 16th, 2009.

**SCHEDULE "C"**

**2010 FIRE DEPARTMENT SALARIES**

Be it Resolved that Council adopts the following wage schedule for the volunteer fire departments, effective December 1, 2009:

- Deputy District Fire Chief (4) - \$1,971.08 per annum
- Eight (8) Captains (Two (2) for Each Station) - \$798.76 per annum each
- Four (4) Bookkeepers - (One for Each Station) - \$295.26 per annum each
- Firefighting - \$31.92 per hour
- Practices and Mutual Aid Meetings - \$26.59
- Training Facilitators, Fire Prevention Educators and Special Assignments, when approved by the Fire Chief - \$22.15 per hour
- Initial CPR, First Aid Training, First Responder Courses and Day Seminars approved by the Fire Chief shall be paid - \$175.26 per day; \$87.63 per ½ Day
- Travel Allowance - 47¢ per kilometer

The pay period is bi-annual payable in June and December of the calendar year

**2011 FIRE DEPARTMENT SALARIES**

Be it Resolved that Council adopts the following wage schedule for the volunteer fire departments, effective December 1, 2010:

- Deputy District Fire Chief (4) - \$2,020.38 per annum
- Eight (8) Captains (Two (2) for Each Station) - \$818.74 per annum each
- Four (4) Bookkeepers - (One for Each Station) - \$302.66 per annum each
- Firefighting - \$32.72 per hour
- Practices and Mutual Aid Meetings - \$27.26
- Training Facilitators, Fire Prevention Educators and Special Assignments, when approved by the Fire Chief - \$22.71 per hour
- Initial CPR, First Aid Training, First Responder Courses and Day Seminars approved by the Fire Chief shall be paid - \$179.64 per day; \$89.82 per ½ Day
- Travel Allowance - 47¢ per kilometre

The pay period is bi-annual payable in June and December of the calendar year

Approved by Council December 16th, 2009.

**SCHEDULE "D"**

**2010 and 2011 SALARY STRUCTURE**

The following salary and wage rates shall apply for the positions listed:

1. The **Assistant By-law Enforcement Officer, Inspector and Municipal Prosecutor** listed in By-law Number 1534-2007, and amendments thereto, shall be paid in accordance to an Agreement dated February 1, 2001, and amendments thereto, between the City of Woodstock and the Township of Blandford-Blenheim concerning City staff providing specific administrative services to the Township.
2. The **Dog By-law**, being Number 1313-2000, and amendments thereto, is Enforced in accordance to terms and conditions contained in a Canine Control Services Agreement dated January 1, 2009, and amendments and renewals thereto, between Hillside Kennels Animal Control Ltd. and the Township
3. The **Fence-Viewers** appointed by By-law Number 1522-2007, and amendments thereto, shall be paid the following salary and travel allowance when requested to serve:
  - \$44.50 per ½ day or \$86.40 per full day, plus 47¢ per kilometer, commencing from the Municipal Office, for 2010.
  - \$44.50 per ½ day or \$89.00 per full day, plus 47¢ per kilometer, commencing from the Municipal Office, for 2011.
4. The **Livestock Valuers** appointed by By-law Number 1522-2007, and amendments thereto, shall be paid the following wage and travel allowance when requested to serve:
  - \$15.58 per hour (3 hour minimum), plus 47¢ per kilometer, commencing from the Municipal Office, for 2010.
  - \$15.58 per hour (3 hour minimum), plus 47¢ per kilometer, commencing from the Municipal Office, for 2011.
5. The **Property Standards Committee** members appointed by Resolution #7 at the January 17, 2007, regular meeting of Council, for the term of Council, shall be paid the following wage and travel allowance when requested to serve:
  - \$15.58 per hour (3 hour minimum), plus 47¢ per kilometer, commencing from the Municipal Office, for 2010.
  - \$15.58 per hour (3 hour minimum), plus 47¢ per kilometer, commencing from the Municipal Office, for 2011.
6. The **Office Custodian** as described in a Role Description dated December 1, 2006, shall be paid in accordance with Schedule M of the Salary Schedule for services provided in cleaning the Municipal Office located at 47 Wilmot St. S., Drumbo.

Approved by Council December 16th, 2009.

SCHEDULE "E"

OTHER RELATED EMPLOYMENT MATTERS - 2010 and 2011

**1. Clothing Allowances:**

- 1.1 The Township will pay for the actual amount expended up to the Maximum listed for all **Road Department** regular employees on an annual basis:

- safety boots - \$150.00
- summer T-shirts (3) OR summer work shirts (2), safety colour

The Township will also provide, when required, (to remain at the shop) other necessary items for safety: winter bomber coat, with safety stripping; winter bib-overall, with safety stripping; summer coverall, with safety stripping; safety hat and safety eye goggles. Other clothes items for specific tasks: eg. gloves, rain boots and gear, summer shop coveralls etc. will also be provided. Appropriate safety items are to be worn in view at all times.

- 1.2 The Township will pay for the actual amount expended up to the Maximum listed for all **Arena and Parks Department** employees on an annual basis:

- safety boots - \$150.00 (regular employees)
- work shirts with Arena staff logo stitched on (2 for regular employees & 1 for part-time employees)
- ball cap with Arena staff logo stitched on (1 for all regular employees & part-time employees)

The Township will also provide, when required, (to remain at the arena) other necessary clothes for specific tasks: eg. gloves, summer shop coveralls, winter jackets for ice making procedures, safety hat, safety eye goggles etc. Identification clothing to be worn at all times at work, as well as safety items at the appropriate times.

- 1.3 The Township will pay the actual amount expended up to the Maximum listed for the **Chief Building Official/Drainage Superintendent and Fire Chief, Building Inspector** on an annual basis:

- safety boots - \$150.00

The Township will also provide, when required, other necessary clothes for specific tasks: eg. gloves, rain boots and gear, summer and winter coveralls, safety hat etc. Safety items are to be worn at the appropriate times.

- 1.4 The Township will pay the actual amount expended to purchase One (1) Winter Coat with an identifying Township Crest during the term of this agreement for the **Chief Building Official/Drainage Superintendent; Facility Manager; Fire Chief, Building Inspector and Road Manager**.

**2. Overtime Policies:**

- 2.1 Employees listed in Level B through to G are considered salaried and shall receive straight time overtime for all hours worked on their normal week-end and all recognized public and paid holidays at the hourly rates listed in Schedule "A".

**2. Overtime Policies Cont'd.:**

- 2.2 Employees listed in Level B through to D shall receive 5 days, time in lieu or cash payment for up to 75% of the value of the five days or any part thereof remaining at the time of the last pay period for the calendar year in recognition of extra time that Department Heads/Managers commit to the job above their regular work week hours.
- 2.3 Employees listed in Level E through to Level G are entitled to time in lieu or a cash payment for up to 75% of the value of the time in lieu remaining at the time of the last pay period for the calendar year where the individual can document that additional hours have been spent above their regular work week hours to a maximum of 5 days.
- 2.4 Employees listed in Level H and Level I are considered hourly rated employees and shall be compensated in accordance with provisions in the Employment Standards Act, and amendments thereto, with the following exceptions that apply to the Arena and Road Full-time employees:
  - 2.4.1 Time and one-half will be paid to employees who work normal work daily hours or weekly hours, (either before starting or after quitting time) with the exception to provisions outlined in Section 2.4.5.
  - 2.4.2 Double time will be paid to employees who work on the 2<sup>nd</sup> day of their week end (Saturday and/or Sunday) plus the following Paid Holidays; Christmas Day, Boxing Day and New Year's Day.
  - 2.4.3 A minimum guarantee of 3 hours pay at the applicable rate will be paid to employees who work on their designated week end and all Paid Holidays as well as all Call Back situations where an Employee left his/her place of work.
  - 2.4.4 All employees in this category may, with the approval of their immediate supervisor take time off in lieu of overtime providing it is taken within the same two-week pay period that the overtime was earned.
  - 2.4.5 The Department Head and/or immediate Supervisor may upon proper notice being given require that an employee work a longer day than normally specified, for identified projects, and the extra hours worked and accumulated within the pay period shall be taken as time off on the last regular day(s) within the 2-week pay period.

**3. Travel Allowances:**

**3.1 CBO/Drainage Superintendent and Fire Chief, Building Inspector Vehicle and Facility Manager Vehicle:**

Vehicle(s) provided from the Administration Office and/or the Arena. Vehicle can be taken to place of residence for work related duties, under the direction of the immediate supervisor.

For convenience purposes Section 3.3 may also apply.

**3. Travel Allowances Cont'd.:**

**3.2 Road Manager & Road Supervisor:** Vehicle(s) provided from the Administration Office for the Road Manager and one of the Work Yard(s) for the Road Supervisor. The vehicle can be taken to place of residence for work related duties, under the direction of the immediate supervisor.  
For convenience purposes Section 3.3 may also apply.

**3.3 GENERAL:** All other employees required to provide work related travel, not specifically mentioned, shall be paid 47¢ per km. for payments made in 2010 and 2011 commencing at the place of employment. Travel payments shall be paid monthly at the first pay following the last day of the previous month.

The individual supplied vehicle(s) are to be made available to all Township Departments, if required.

Taxable benefits for any personal use of a Township owned vehicle shall comply with current Federal Income tax regulations.

**4. Conventions and Seminars:**

The following policy is established for Council Members and Municipal Officials attending Conventions and Seminars:

The Township will pay the following expenses:

- 4.1 Registration Fees
- 4.2 Hotel Accommodations
- 4.3 Transportation Costs
- 4.4 Parking Fees
- 4.5 \$60.00 per day or part thereof for miscellaneous expenses where overnight accommodation is involved.
- 4.6 Expenses for One Day Training sessions and seminars will be reimbursed upon submission of receipts for actual expenses incurred.

**5. Other:**

Schedule "E" is provided for easy reference and contains additional specifics not covered in the Employee Manual. The provisions of Schedule "E" shall govern where details differ in the provisions of Sections 1-29 of the Employee Manual, and amendments thereto.

The Employee Manual governs the basic policies of the municipality.

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
BY-LAW NUMBER 1601-2009

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002, as amended, is hereby amended by changing to 'RR-12' the zone symbol of the lands so designated 'RR-12' on Schedule "A" attached hereto.
2. That Section 9.5 to By-Law Number 1360-2002, as amended is hereby amended by adding the following subsection at the end thereof.

**"9.5.12        LOCATION: PART LOT 11, CONCESSION 4 (BLENHEIM), RR-12**

**9.5.12.1      Notwithstanding any provision of this By-Law to the contrary, no person shall within any RR-12 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:**

- all uses permitted in Section 9.1 of this By-Law.

**9.5.12.2      Notwithstanding any provision of this By-Law to the contrary, no person shall within any RR-12 Zone use any lot, or erect, alter or use any building or structure for any purpose except in accordance with the following provisions:**

**9.5.12.2.1      Special Provisions for an Accessory Building in a Residential Zone**

Maximum Ground Floor Area -                          111.5 sq.m. (1200 sq.ft.).

Maximum Building Height -                          as existing on December 16, 2009.

**9.5.12.2.2      All the other provisions of the RR Zone in Section 9.2 and all other relevant provisions contained in this By-law shall continue to apply mutatis mutandis."**

The Corporation of the  
Township of Blandford-Blenheim  
By-Law Number 1601-2009

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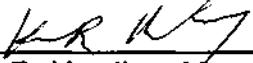
Page 2

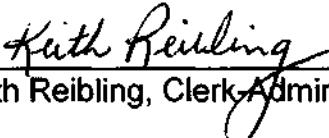
3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 16<sup>th</sup> day of December, 2009.

READ a third time and finally passed this 16<sup>th</sup> day of December, 2009.

(SEAL)

  
Kenn R. Howling, Mayor

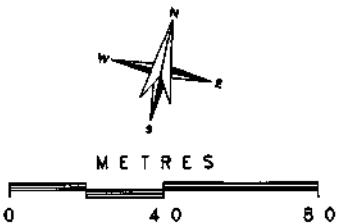
  
Keith Reibling, Clerk Administrator

# SCHEDULE "A"

TO BY-LAW No. 1601-2009

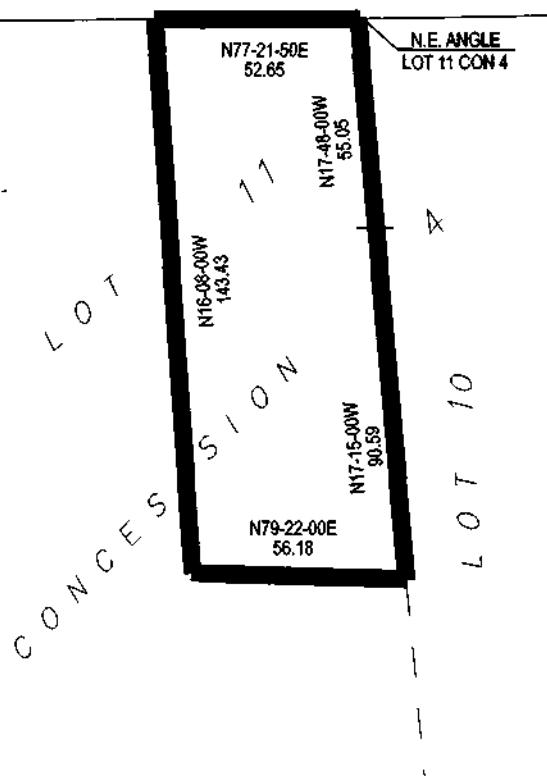
PART LOT 11, CONCESSION 4 (BLENHEIM)

TOWNSHIP OF BLANDFORD-BLENHEIM



C O N C E S S I O N 5

TOWNSHIP ROAD 5



THIS IS SCHEDULE "A"

TO BY-LAW No. 1601-2009, PASSED

THE 16TH DAY OF DECEMBER, 2009

[Redacted] AREA OF ZONE CHANGE TO RR-12

NOTE: ALL DIMENSIONS IN METRES

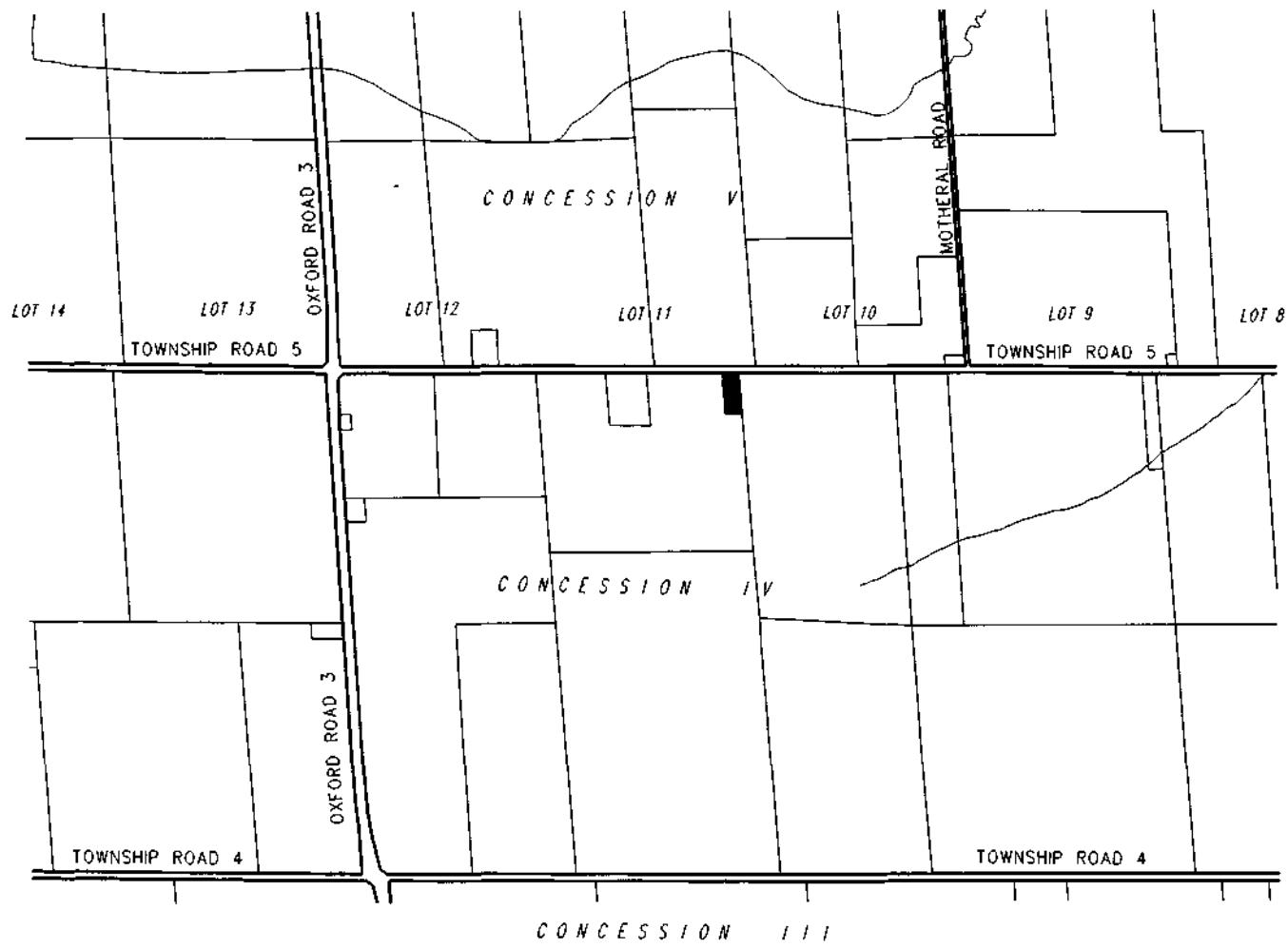
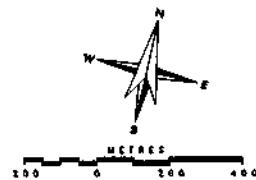
Oxford  
growing stronger...

Information Systems ©2009

  
Kenn Howling MAYOR

  
Keith Reibling CLERK-ADMINISTRATOR

# KEY MAP



LANDS TO WHICH BYLAW No. 1601-2009 APPLIES

TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER **1601-2009**

EXPLANATORY NOTE

The purpose of By-Law Number **1601-2009** is to rezone property consisting of part of Lot 11, Concession 4 (Blenheim), municipally known as 767184 Township Road 5, from "General Agricultural Zone (A2)" to "Special Rural Residential Zone (RR-12)" to implement the recent decision of the Oxford Land Division Committee concerning the application for consent (#B-36/09; R. & J. Demarest) to permit a farm lot addition, resulting in the retention of a non-farm rural residential lot containing a surplus farm dwelling and a workshop. Special provisions are included in the RR-12 zone to accommodate the 111.5 sq.m. (1200 sq.ft.) floor area and building height of an existing detached accessory (workshop) structure.

The Township of Blandford-Blenheim, after conducting the public hearing necessary to consider the application of Roger and Janet Demarest, adopted the amending By-law Number **1601-2009**. The public hearing was held on December 16, 2009.

Any person wishing further information relative to Zoning By-Law Number **1601-2009** may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347

THE CORPORATION OF THE  
TOWNSHIP OF BLANDFORD-BLENHEIM  
**BY-LAW NUMBER 1602-2009**

A By-Law to amend Zoning By-Law Number 1360-2002, as amended.

WHEREAS the Municipal Council of the Corporation of the Township of Blandford-Blenheim deems it advisable to amend By-Law Number 1360-2002, as amended.

THEREFORE, the Municipal Council of the Corporation of the Township of Blandford-Blenheim, enacts as follows:

1. That Schedule "A" to By-Law Number 1360-2002 as amended, is hereby amended by changing to "D-5" the zone symbol of the lands so designated "D-5" on Schedule "A" attached hereto.
2. That Section 21.3 to By-Law Number 1360-2002, as amended is hereby amended by adding the following subsection at the end thereof.

"21.3.5        LOCATION: PART LOT 17, CONCESSION 12 (BLENHEIM),  
ALBERT STREET EAST (OXFORD ROAD 8), PLATTSVILLE, D-5

21.3.5.1      Notwithstanding any provision of this By-Law to the contrary, no person shall within any D-5 Zone use any lot, or erect, alter or use any building or structure for any purpose except the following:

- all uses permitted in Section 21.1 of this By-Law.

21.3.5.2      Notwithstanding any provision of this By-Law to the contrary, no person shall within any D-5 Zone use any lot, or erect, alter or use any building or structure for any purpose except in accordance with the following provisions:

21.3.5.2.1     LOT AREA

The minimum lot area shall be the lot area existing on December 16, 2009.

21.3.5.2.2     All the other provisions of the D Zone in Section 21.2 and all other relevant provisions contained in this By-law shall continue to apply mutatis mutandis."

The Corporation of the  
Township of Blandford-Blenheim  
By-Law Number 1602-2009

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Page 2

3. This By-Law comes into force in accordance with Sections 34(21) and (30) of the Planning Act, R.S.O. 1990, as amended.

READ a first and second time this 16<sup>th</sup> day of December, 2009.

READ a third time and finally passed this 16<sup>th</sup> day of December, 2009.

  
\_\_\_\_\_  
Kenn R. Howling, Mayor

  
\_\_\_\_\_  
Keith Reibling, Clerk Administrator

(SEAL)

# SCHEDULE "A"

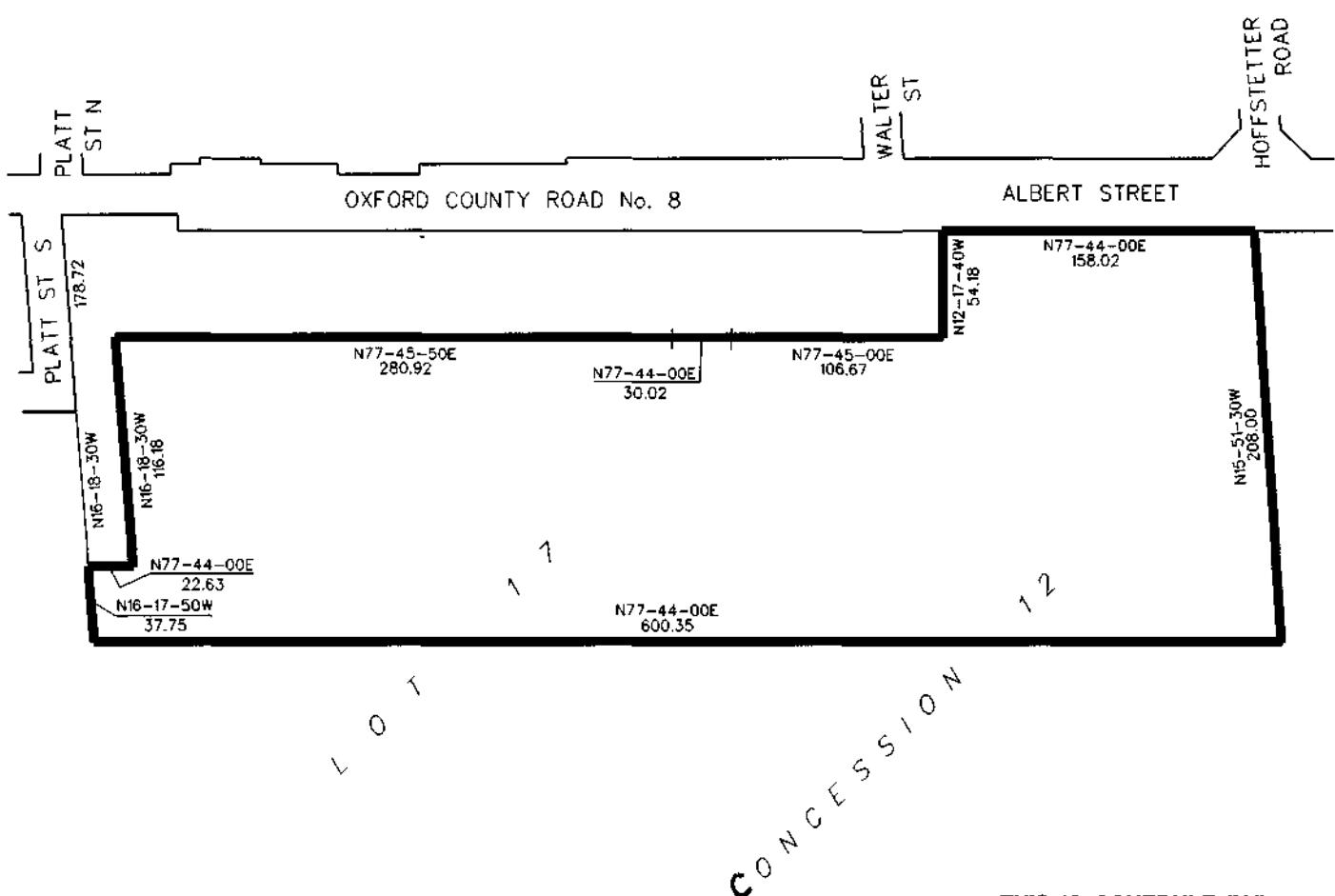
TO BY-LAW No. 1602-2009

PART OF PART 1, REFERENCE PLAN 41R-8284  
PART LOT 17, CONCESSION 12 (BLENHEIM)

TOWNSHIP OF BLANDFORD-BLENHEIM



40 0 40 60 METRES



THIS IS SCHEDULE "A"

TO BY-LAW No. 1602-2009, PASSED

THE 16TH DAY OF DECEMBER, 2009



AREA OF ZONE CHANGE TO D-5

NOTE: ALL DIMENSIONS IN METRES

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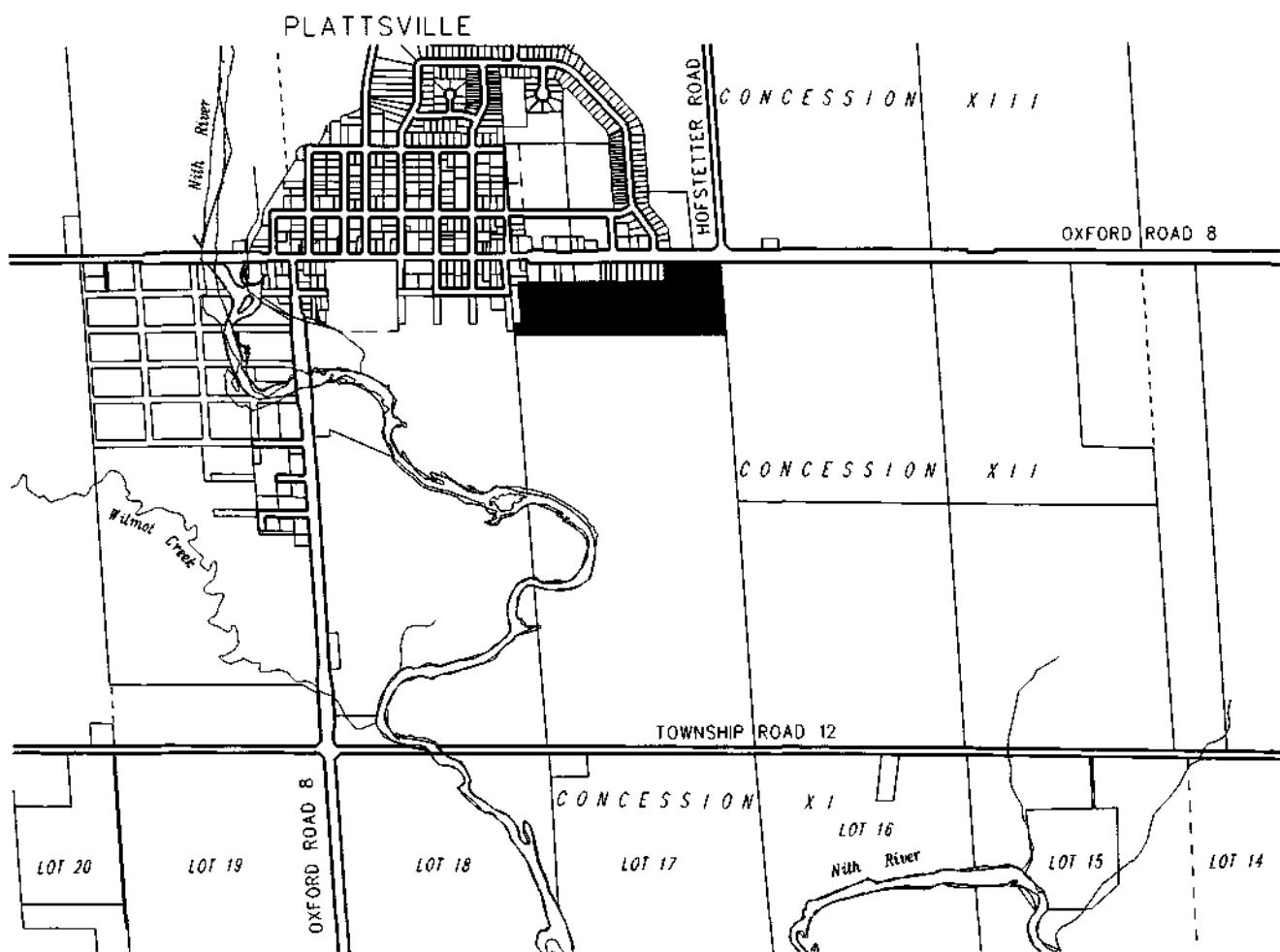
KR Kelly  
Kenn Howling MAYOR

Keith Reibling  
Keith Reibling CLERK-ADMINISTRATOR

# KEY MAP



0 200 METRES 400



LANDS TO WHICH BYLAW No. 1602-2009 APPLIES

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TOWNSHIP OF BLANDFORD-BLENHEIM

BY-LAW NUMBER **1602-2009**

EXPLANATORY NOTE

The purpose of By-Law Number **1602-2009** is to rezone lands municipally known as 926808 Oxford Road 8, in the Village of Plattsburg, and comprising the north part of Lot 17, Concession 12 (Blenheim), in the Township of Blandford-Blenheim, from 'General Agricultural Zone (A2)' to 'Special Development Zone (D-5).' The adoption of the amending by-law serves to implement a condition of the Oxford County Land Division Committee relating to application for consent sever #B-119/02 (Nithall Farms Limited). A special provision is included in the amending by-law that recognizes the lot area of the retained lot is less than the standard 30 hectare (74.1 acre) Development Zone requirement. The specific type(s) of new development intended for the subject land and the associated site-specific zoning for that new development will be reviewed in public meetings by the Township and County at a future date, in conjunction with a draft plan of subdivision. It is noted that new uses are not allowed to develop under the "D-5" zone; existing uses are allowed to continue.

The subject land is owned by Nithall Farms Limited. Municipal Council, after conducting the public hearing necessary to consider any comments to the proposed change in zone designation, approved By-Law Number **1602-2009**. The public hearing was held on December 16, 2009.

Any person wishing further information relative to Zoning By-Law Number **1602-2009** may contact the undersigned.

Mr. Keith Reibling  
Clerk-Administrator  
Township of Blandford-Blenheim  
P.O. Box 100  
DRUMBO, Ontario  
N0J 1G0

Telephone: 463-5347